NOTICE AND AGENDA
TOWN COUNCIL
Town Council - Special Meeting

Public notice is given that the Town Council of the Town of Apple Valley, Washington County, Utah will hold a **Town Council - Special Meeting** on **Tuesday, August 13, 2019** at the **Apple Valley Town Hall**, 1777 N. Meadowlark Dr., Apple Valley, Utah, commencing at **5:30 PM** or shortly thereafter. In accordance with state statute, one or more council members may be connected via speakerphone. This meeting will be available for live stream at www.youtube.com. Search: Town of Apple Valley Utah.

The Agenda for discussion and action is as follows:

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

DISCUSSION AND ACTION

1. Engineering Engagement Agreement

ADJOURNMENT

Interested persons are encouraged to attend public hearings or present their views in writing at least one day prior to the meeting.

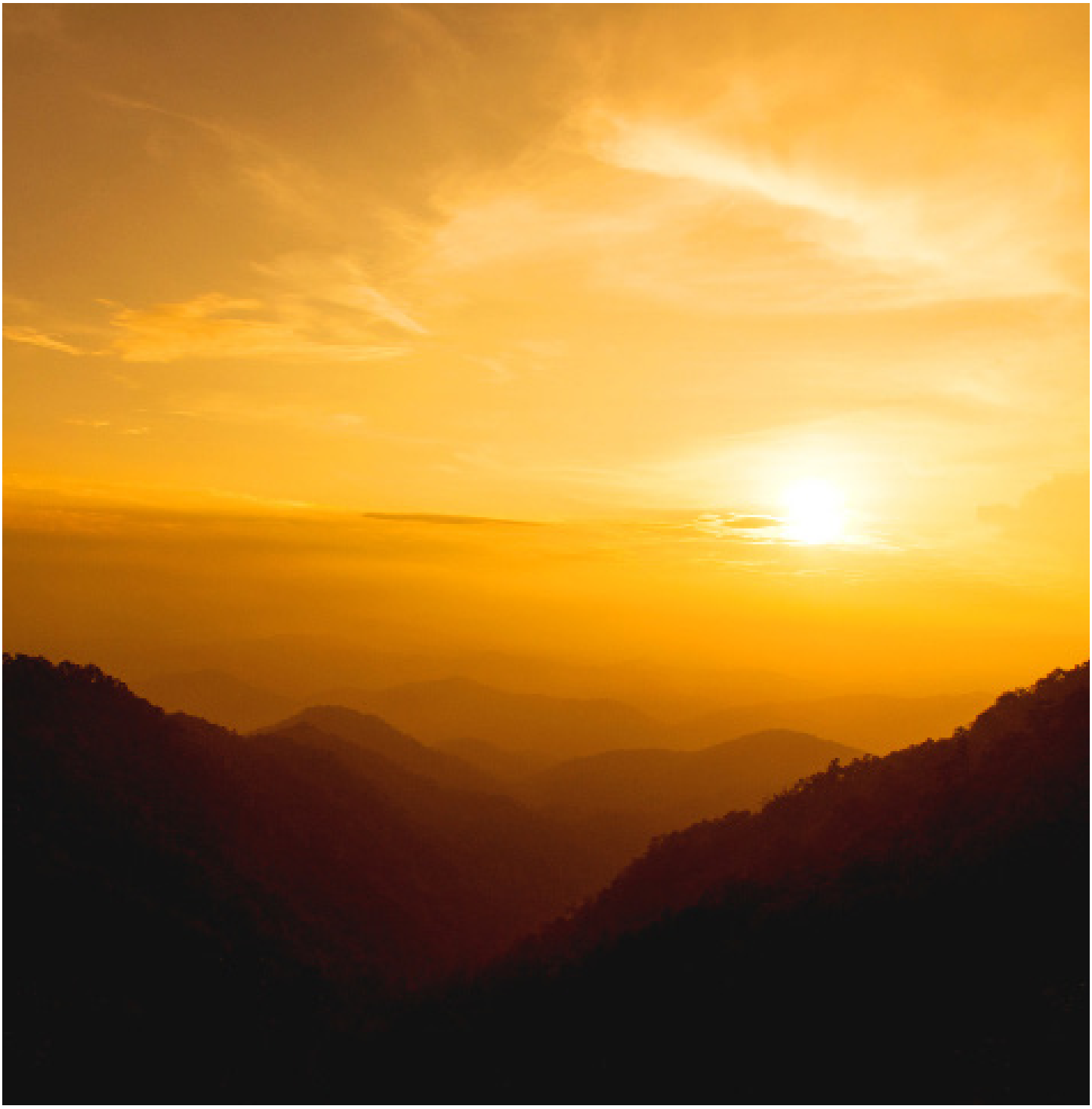
CERTIFICATE OF POSTING: I, Ben Billingsley, as duly appointed Deputy Recorder for the Town of Apple Valley, hereby certify that this Hearing notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website http://pmn.utah.gov, the Town Website www.applevalleyut.gov and sent to The Spectrum on the **12th day of August, 2019**.

Dated this 12th day of August, 2019

Ben Billingsley, Deputy Recorder

Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS. MEETINGS
In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should notify Ben Billingsley at 435-877-1190.



Statement of Qualifications for Stormwater, Public Safety, Parks & Trails, and Roads/Streets Master Planning and IFFPs

Town of Apple Valley
August 12, 2019

SUNRISE ENGINEERING

SUNRISE ENGINEERING

11 North 300 West, Washington, Utah 84780 | **TEL** 435.652.8450 | **FAX** 435.652.8416

August 12, 2019

Ben Billingsly
Apple Valley Town
accounting@applevalleyut.gov

RE: SOQ for Professional Services for Stormwater, Public Safety, Parks & Trails, and Roads/Streets Master Planning and IFFP's

Dear Ben and Selection Committee Members,

Sunrise Engineering (Sunrise) is excited to submit the following Statement of Qualifications for consideration regarding your Master Plans, Impact Fee Facilities Plans, and Impact Fee Analyses projects. We feel that because of our experience, relationships, and local knowledge, the Sunrise team is the logical choice for this work.

EXPERIENCE

- Sunrise has written more Master Plans and Impact Fee Facilities Plans in southern Utah than any firm in the last 10 years.
- We have presented at industry conferences several times in the past several years on Master Planning and Impact Fee Facilities Plans.
- We have provided consulting and administrative services to assist the Apple Valley in obtaining the financing package from CIB which includes a $50,000 grant. These services included the scoping of the projects; therefore, we thoroughly understand the projects.

RELATIONSHIPS

- It has been our pleasure to provide consulting services to the vast majority of Washington County cities and towns over the last three decades.
- We have joined with Lewis, Young, Robertson, & Burningham to provide legal and financial analysis planning for the Impact Fee Facilities Plans and Impact Fee Analyses.

LOCAL KNOWLEDGE

- Sunrise has had a local presence in Washington County since 1996, with a local office that now houses 20 valued employees.
- As stated above we have already completely immersed ourselves into these projects with scoping and applications for funding.

We are excited about continuing our work for the Town with these master planning efforts. You can expect a great experience working with our dedicated professionals and team members. We ask for your consideration and support in selecting Sunrise for this project.

Sincerely,

Marvin J Wilson, PE
Sr. Vice President
mwilson@sunrise-eng.com

ABOUT SUNRISE

Sunrise Engineering collaborates with its clients to develop solutions that work well within their project requirements. The result is an optimum balance of cost and operational performance. The majority of our work continues to be performed for repeat clients. These continuing relationships are a reflection of our clients' trust and satisfaction.

Our firm was established in 1978 and is acknowledged as a regional leader for professional engineering and consulting services. Our multi-disciplinary practice serves both public and private clients in a diverse range of projects across the western United States. Sunrise has extensive experience working with local, state, and federal clients, agencies, and consultants, including the State Revolving Fund, Department of Local Affairs, Federal Energy Management Agency, and United State Department of Agriculture.

We have established a reputation for budgetary responsibility and engineering excellence, as evidenced by our receipt of the PSMJ National Client Satisfaction Award for eight consecutive years.

For the past 41 years, Sunrise has been led by an Executive Management Team who shares responsibility for the vision and operation of the firm. Their ability to work together and lead by example has brought continued success. Our current staff includes 350 people, 47 of which are licensed engineers with a broad range of experience and diversity of interests. They are licensed to practice in 17 states.

Sixteen Sunrise offices throughout Utah, Wyoming, Colorado, Arizona, and Nevada provide engineering and related services including:

ENGINEERING	WATER	WASTEWATER	IRRIGATION	DRAINAGE	PARKS AND RECREATION
	LAND DEVELOPMENT	TRANSPORTATION	STRUCTURAL	ELECTRICAL	ENVIRONMENTAL
SURVEY	3D SCANNING	TOPOGRAPHIC	CONSTRUCTION LAYOUT	LAND BOUNDARY	
GIS	UTILITY MAPPING	ASSET MANAGEMENT	ANALYTICS	FIELD COLLECTION	TRANSPORTATION MANAGEMENT
NATURAL GAS	OPERATOR QUALIFICATION	COMPLIANCE AND STUDIES	PIPE ENGINEERING	THIRD PARTY INSPECTIONS	AS-BUILT MAPPING
BUILDING CODE SERVICES	BUILDING INSPECTION	CODE TRAINING	PEER REVIEW	PLAN REVIEW	3RD PARTY INSPECTIONS

Our clients can depend on us to carefully administer projects from conceptualization through construction administration. For a more detailed description of our company, please visit our website at *www.sunrise-eng.com*.

SUNRISE ENGINEERING

Primary Office:
WASHINGTON
11 North 300 West
Washington, UT 84780
Tel: 435.652.8450

Corporate Office:
FILLMORE
25 East 500 North
Fillmore, UT 84631
Tel: 435.743.6151

ADDITIONAL SUNRISE OFFICES

Cedar City, UT 435.867.8834
Cheyenne, WY 307.775.9500
Salt Lake, UT 801.523.0100
Star Valley, WY 307.885.8500
Utah County, UT 801.704.5220
Phoenix, AZ 480.768.8600
Vernal, UT 435.789.7364
Tucson, AZ 520.274.3900
Cache Valley, UT 435.563.3734
Prescott, AZ 928.277.8440
Richfield, UT 435.689.0299
Payson, AZ 928.768.8609
Ft. Collins, CO 970.372.2255
Las Vegas, NV 702.830.9180

Key Team Members

JOSEPH PHILLIPS, PE

QA/QC

STEVEN HALL, PE

Project Manager

MARVIN WILSON, PE

Principal-in-Charge

PROJECT TEAM

RICK SNYDER, PE, PLS

Traffic Engineer, Certified Flood Plain Manager

NATE WALLENTINE, EIT

Assistant Project Manager

LI QI, PE

Hydrology/Stormwater

JAROM HLEBASKO, GISP

GIS Analyst

CHRIS DAUGHTON

GIS Analyst

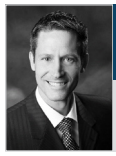
JUSTIN ATKINSON

Funding Specialist

SUB-CONSULTANTS

LEWIS, YOUNG, ROBERTSON, & BURNINGHAM, INC (LYRB)

Financial Advisory & Consulting



FRED PHILPOT

Vice President, LYRB

DAVID M ROBERTSON

Vice President, LYRB

NATHAN W ROBERTSON

Senior Analyst, LYRB

WASHINGTON OFFICE EMPLOYEES					
Employee Name	Title	Years w/ SEI	Employee Name	Title	Years w/ SEI
Alan Hawkins	Construction Observer I	1	Nate Wallentine	Engineer Intern (EIT) I	1
Andy Brown	Construction Observer III	23	Rick Snyder	Engineer IV	13
Blaine Worrell	Engineer Intern (EIT) I	1	Ronald Keller	Construction Observer I	1
Carole Ingalls	Administrative III	19	Russ Sorensen	Construction Observer IV	1
Don Leonard	CAD Drafter III	20	Steve Hall	Engineer IV	11
John Jacobson	Engineer Intern (EIT) I	1	Taylor Torgersen	Engineer Intern (EIT) I	1
Joe Phillips	Engineer V	18	Tom Nisson	Engineer Intern (EIT) I	1
Marv Wilson	Principal Engineer	31	Tyler Young	Engineer IV	3

TEAM MEMBER	RELEVANT EXPERIENCE	
STEVE HALL, PE *Project Manager* **EDUCATION:** ME - Civil Engineering, Colorado State University **REGISTERED PE:** UT #8328781	• Washington City Culinary Water CIP • Santa Clara City Culinary Water Cip • Springdale Culinary Water Master Plan • Hildale/Colorado City Culinary Water CIP • LaVerkin City Culinary Water CIP • Big Water Culinary Water Master Plan • Dixie Deer Water Master Plan	• Parowan City Culinary Water CIP • Diamond Valley Acres Water Company Culinary Water CIP • Minden Town Culinary Water Master Plan • Washington City East Regional Connection Culinary Water Improvements
JOE PHILLIPS, PE *QA/QC* **EDUCATION:** MS - Civil Engineering, Brigham Young University **REGISTERED PE:** UT #4777017	• Enterprise City Culinary Master Plan • Toquerville City Culinary Water Master Plan • LaVerkin City Culinary Water Master Plan • Coyote Springs GID Culinary Water CIP • LaVerkin City Irrigation System Master Plan • City of Caliente Culinary Water CIP • Minden Town Culinary Water Master Plan	• Lincoln County Water District Water Resource Development Plan • Orderville Town Culinary Water Master Plan • LaVerkin City Culinary Water Master Plan • Parowan City Culinary Water Master Plan • MVWD Culinary Water CIP • Tropic Town Culinary Water Master Plan
MARV WILSON, PE *Principal-in-Charge* **EDUCATION:** BS - Civil Engineering, Utah State University **REGISTERED PE:** UT #176874-2202	• Santa Clara Culinary Water Master Plans • Washington City Culinary Water Master Plans • LaVerkin Culinary Water Master Plan • Leeds Domestic Water Culinary Water MP • Springdale Culinary Water Master Plan • Hildale/Colorado City Water Master Plan • Kanarraville Culinary Water Master Plan	• KCWCD Duck Creek to Long Valley Culinary Water Master Plans • Dixie Deer Special Services District Culinary Water Improvements • Enterprise Culinary Water Master Plans • Parowan Culinary Water Master Plans • Paragonah Culinary Water Master Plans
RICK SNYDER, PE, PLS *Traffic Engineer, CFPM* **EDUCATION:** BS - Civil Engineering, University of Utah **REGISTERED PE:** UT #5569330-2202	• Washington Wastewater Master Plan • Coyote Springs GID Roads CIP • Dixie Deer Special Service District Culinary Water Master Plan • Springdale Culinary Water Master Plan • Springdale Wastewater Master Plan	• Lincoln County Alamo Industrial Park Master Plan • Santa Clara Transportation Master Plan • Ivins Center Street Survey • 3650 South Wastewater Line Survey • St. George Storm Drain & Sewer Mapping
NATE WALLENTINE, EIT *Principal-in-Charge* **EDUCATION:** BS - Civil Engineering, Utah State University	• Santa Clara Culinary Water CIP • Paragonah Culinary Water CIP • Summit Culinary Water CIP • Red Hawk Drive Distribution Line • Springdale Water Treatment Plant • Red Cliffs 2MG Tank • VVWD Kitty Hawk Drive Pipeline	• Moapa Valley Water District Swapp Drive Transmission Line • Moapa Valley Water District Gubler Drive Transmission Line • Moapa Valley Water District Yamashita Drive Transmission Line • Pioche Booster Pumps
LI QI, PE *Hydrology/Stormwater* **EDUCATION:** MS - Hydraulics and River Dynamics, North China Institute of Water Conservancy and Hydropower **REGISTERED PE:** UT #324020	• Town of Manila Water Master Plan • Herriman City Water Master Plan • Ogden City Water Master Plan • White City Water Master Plan Update • Taylorsville Stormwater Master Plan • Herriman City Stormwater Master Plan	• US-89 Storm Drain within Mapleton • I-15 South Storm Drain • US-6 39 Drainage Crossings • Sylvester Gulch Mine Road Storm Drain • Taylorsville Bike Path Storm Drain • Fillmore City Main Street Storm Drain
JAROM HLEBASKO, GISP *GIS Analyst* **EDUCATION:** BS - Engineering Technology, Southern Utah University **GISP LICENSED:** #49890	*Culinary, Sewer, Electrical, Irrigation, & Stormwater Mapping Systems* • Central (Dixie Deer) • Duck Creek • Enterprise • Fillmore • Johnson Canyon • LaVerkin • Long Valley • Nephi • Oak City • Orderville • Panguitch • Parowan • Perry • Salina • Santa Clara • Sigurd • Springdale • Stockton • Willard • Fredonia, AZ • Victor, ID • White City, ID • Caliente, NV	
CHRIS DAUGHTON *GIS Analyst* **EDUCATION:** BS - Engineering Technology, Southern Utah University	• Kane County Water Conservancy District Water • LaVerkin Irrigation and Water • Ashley Valley Stormwater Master Plan • Bloomington Drive Reconstruction • Centerfield Irrigation, Sewer, and Water • Delta Sewer, Water, and Zoning • Enoch Addressing, Sewer, and Zoning	• Santa Clara Addressing, Irrigation, Parks, Power, Sewer, Water, and Zoning • Springdale Irrigation, Power, Sewer, and Water • UDOT SR-9 • Caliente Power, Sewer, and Water • Lincoln County Addressing, Roads, and Zoning • Kingman Water, Sewer, and Streets
JUSTIN ATKINSON *Funding Specialist*	*Culinary Water Funding Experience* • Eureka City • Tridell-LaPoint Water Improvement District • Payson, Utah • Ogden City Water Treatment Plant • Herriman City	• Monroe City Water Treatment Plant, Utah • Fairview City, Utah • Copperton Improvement District, Utah • KCWCD Zion View Estates Water Improvements • Manti City

Scope of Services

STORMWATER IMPACT FEE FACILITIES PLAN

1. Generate project base map of Town.
   a. Use existing aerial photography and USGS quad maps.
   b. Apply basic land use, zoning, & density plans from Apple Valley.
   c. Gather and incorporate publicly available digital contour data.
   d. Gather and incorporate publicly available geologic and soil type data.
   e. Gather and incorporate publicly available floodplain data.
   f. Gather existing Apple Valley GIS data, model(s), maps, plans, studies, and standards related to relevant aspects of the plan.
   g. Identify significant drainage structures including culverts, bridges, low-flow crossings, roadway crossings, retention ponds, dikes or levees and reservoirs.
   h. Reflect flow modeling on mapping.
   i. Where existing data is insufficiently detailed in Apple Valley proper (defined in the attached Site Map), collect planning-level elevation points of critical drainage flowlines and slopes.

2. Coordinate with Apple Valley Town and Washington County Flood Control to obtain topographic mapping, any watershed studies that they may have, and to invite input on the master plan.

3. Gather population and growth data.
   a. In consultation with CLIENT and after review of existing census or population data, prepare population growth projections.

4. Define stormwater basins & sub-basins.
   a. Use modeling software to generate stormwater basin & sub-basin boundaries.
   b. General basins will be modeled for drainages affecting property within the municipal boundaries; more detailed sub-basins will be modeled for Apple Valley proper as defined in the attached Site Map.

5. Quantify existing flows in stormwater basins and sub-basins.
   a. Gather and incorporate publicly available precipitation IDF data.
   b. Evaluate the design storm frequency, duration, and distribution to be used in the models and provide recommendations on standard storm routing through Apple Valley proper.
   c. Use modeling software to generate runoff hydrographs for basins and sub-basins.

6. Quantify post-development flows for the buildout horizon in stormwater basins and sub-basins.
   a. General idea for this subtask is that all subdivision development will likely be required to detain flows above current. Therefore, this task is small and should not take much modeling to Calculate peak storm runoff discharges.
   b. Use modeling software to generate runoff hydrographs only for those basins and sub-basins that change in the buildout horizon.

7. Evaluate the hydraulic capacity of existing facilities in Apple Valley proper.
   a. Coordinate with CLIENT for basic mapping of stormwater facilities and flow paths for each sub-basin.
   b. Use spreadsheets or modeling software to model pipe facilities and open channel facilities, based on topographic and planning-level survey information provided by CLIENT or collected as part of the Scope of Services.
   c. Provide a general inundation map for the sub-basin area on the East side of Apple Valley Proper. This area is the area near Mt Zion Drive that has experienced flooding in the past.

8. Recommended improvements to existing facilities.
   a. Evaluate existing and system deficiencies.
   b. Develop plan view maps of recommended improvements to existing facilities and potential retention basins.
   c. Provide recommendations regarding drainage and retention basin easements/agreements.

9. Develop a preliminary layout and infrastructure plan for future improvements.
   a. Develop storm drain layout & sizes of improvements under buildout conditions.

10. Provide an Impact Fee Analysis.
   a. Calculate the capacity of existing facilities.
   b. Calculate an existing Level of Service (LOS).
   c. Identify Impact Fee Eligible expenses.
   d. Recommend a maximum allowable Impact Fee, including
      i. Calculations,
      ii. Written lay person summary, and
      iii. Certification of Impact Fee Analysis.

11. Develop a financial viability analysis.
   a. Calculate the infrastructure cost for recommended improvements of the existing system.
   b. Calculate infrastructure costs for the 20-year horizon.
   c. Prepare a 20-year cash flow analysis.
   d. Identify potential user rate concepts (does not include user rate analysis)
   e. Provide recommendations for assessing developer responsibility on development driven improvements.

12. Generate a Stormwater Master Plan report sufficient to comply with the Impact Fee Facilities Plan requirement.
   a. Issue the plan in report format for delivery to CLIENT (mapping deliverables will be in hard copy and GIS formats).

13. Make site visits and attend meetings with CLIENT to perform the work; limited to one kickoff meeting, one Town Council meeting (Town of Apple Valley), and one public hearing to present the final draft and potential Impact Fee.

14. Coordinate with Federal or Utah State agencies such as BLM and NRCS.

15. Provide recommendations for pursuing infrastructure project funding through various funding agencies.

a. Review potential funding alternatives from applicable agencies.
b. Recommend courses of action for pursuing project funding.

PUBLIC SAFETY PLAN

1. Gather existing Apple Valley data, plans, studies, and standards related to relevant aspects of the plan.

2. Coordinate with Apple Valley Town and applicable Washington County agencies to invite input on the plan.

3. Provide an Impact Fee Analysis.

a. Determine the capacity of existing facilities.
b. Determine an existing Level of Service (LOS).
c. Develop list of future improvements based on Town's feedback and direction, engineering judgment.
d. Identify applicable Impact Fee Eligible expenses past and future.
e. Recommend a maximum allowable Impact Fee, including
    i. Calculations,
    ii. Written lay person summary, and
    iii. Certification of Impact Fee Analysis.

PARKS PLAN

1. Gather existing Apple Valley data, plans, studies, and standards related to relevant aspects of the plan.

2. Coordinate with Apple Valley Town, Dixie MPO, etc. to invite input on the plan.

3. GIS Mapping and exhibits

a. Map existing facilities in GIS.
b. Provide exhibit of recommended improvements.

4. Provide an Impact Fee Analysis for 20-year horizon.

a. Delineate the capacity of existing facilities.
b. Delineate an existing Level of Service (LOS).
c. Develop Parks master plan including future improvements based on Town's feedback and direction, and engineering judgment.
d. Identify applicable Impact Fee Eligible expenses past and future.
e. Recommend a maximum allowable Impact Fee, including
    i. Calculations,
    ii. Written lay person summary, and
    iii. Certification of Impact Fee Analysis.

ROAD/STREETS PLAN

1. Gather existing Apple Valley data, plans, studies, and standards related to relevant aspects of the plan.

2. Coordinate with Apple Valley Town and Washington County Roads to invite input on the plan.

3. GIS Mapping and exhibits

a. Map existing facilities in GIS.
b. Provide exhibit of recommended improvements.

4. Provide an Impact Fee Analysis.

a. Determine the capacity of existing facilities.
b. Define an existing Level of Service (LOS).
c. Develop road master plan including future improvements based on Town's feedback and direction, and engineering judgement. The scope of this plan will not include traffic modeling or any analysis for Highway 59 as this is controlled and operated by UDOT.
d. Identify applicable Impact Fee Eligible expenses past and future.
e. Identify Impact Fee Eligible expenses.
f. Recommend a maximum allowable Impact Fee, including
    i. Calculations,
    ii. Written lay person summary, and
    iii. Certification of Impact Fee Analysis.

WATER SYSTEM MAPPING AND MODELING

1. GIS Utility Mapping

a. Create a map of the water system in GIS for the purpose of providing a basis for a computer-based hydraulic network model. This map will be based off existing mapping from the Town or the Water District.
b. Convert & publish GIS Data for the culinary water system and any of the applicable systems in the other plans listed above.
    i. Includes two years of cloud server access.
    ii. Includes setup.

2. Water Modeling

a. Create a working a computer-based hydraulic network model for the system.

Project Experience

SANTA CLARA CITY MASTER PLANS, IMPACT FEE FACILITIES PLANS & IMPACT FEE ANALYSES

Santa Clara, Utah | 1998-Present

Sunrise has performed various types of planning projects for Santa Clara over the past 20 years. These projects include preparation of culinary water master plans, capital improvements and facilities plans, impact fee analyses, and corresponding updates on a consistent basis.

The plans always consider current growth and absorption rates that are based upon the existing land use data and potential annexation areas, capacity of the existing system, recommendations for system improvements, and financial analyses (impact fees and 20-year cash flow). Each plan involved public participation and has been adopted by the City Council and staff. The plans have been used as a road map for both existing and future improvements to the City's system.

SYSTEM TYPES
Culinary Water, Parks & Trails, Roads & Streets, Public Safety, Wastewater & Stormwater

REFERENCE
Jack Taylor, Public Services Director - 435.656.4690, jtaylor@sccity.org

WASHINGTON CITY MASTER PLANS, IMPACT FEE FACILITIES PLANS & IMPACT FEE ANALYSES

Washington, Utah | 1993-Present

Washington City has contracted with Sunrise over the past 20 years for preparation of culinary water master plans, capital improvements and facilities plans, impact fee analyses, and corresponding updates.

The plans that Sunrise has prepared consider current growth and absorption rates that are based upon the existing land use data and potential annexation areas, capacity of the existing water system, recommendations (both immediate and future), for system improvements, and financial analyses related to impact fees, user rates, connection fees, and projected these into a 20-year cash flow to understand the financial viability of the water system. Each plan has been implemented and utilized by the City as a guide for existing and future improvements made to the City's culinary water system.

SYSTEM TYPES
Culinary Water, Parks & Trails, Public Safety, Wastewater

REFERENCE
Mike Shaw, Public Works Director - 435.656.6317, mshaw@washingtoncity.org

SPRINGDALE TOWN CULINARY WATER MASTER PLANS & CIPS

Springdale, Utah | 2008-2015

In 2008, Sunrise was commissioned to complete a culinary water master plan for Springdale Town based on their desire to correct known deficiencies in the culinary water storage and distribution system. Sunrise immediately contacted the funding agencies to work out a schedule whereby a planning project and critical portions of the subsequent construction project could be completed prior to the Town's peak tourist season the following year.

In 2015, Sunrise assisted in obtaining a $40,000 grant for an update to the culinary water master plan. The update addressed growth in the town and the impacts to various culinary water needs, but the primary focus was the evaluation of treatment capacity and future alternatives. Analysis included evaluation of treatment alternatives, and recommendations for preferred solutions. This led to the application to Utah Division of Drinking Water, Drinking Water Board for funding assistance for a new treatment facility.

REFERENCE
Rick Wixom, Springdale Town Manager - 435.772.3434, rwixom@infowest.com

ENOCH CITY CULINARY WATER IMPACT FEE FACILITIES PLAN

Enoch, Utah | 2019

Sunrise completed this project to accommodate future development and determine the fees associated with recommended improvements. The plan provided insight and requirements for distributing culinary water to users within the service area boundary, specifically pressure and flow to higher elevations. Extensive modeling showed methods to increase pressure and flow without significant changes to the existing system. This provided solutions for Enoch to be in compliance with Utah Code R309 both now and in the future. The plan outlined new distribution sizing, locations, and phasing of improvements, as well as solutions to increase source capacity by way of new wells and expanding current wells.

Financial analyses were included to provide the City with information related to projected capital costs, capital costs per connection, and cash flow of the utility. The financial analysis included new rate structures that coordinate with recommended improvements and funding options that include estimates for low interest loans and/or principal forgiveness/grant. A written report was prepared and delivered to Enoch City for future planning and reference.

REFERENCE

Rob Dotson, City Manager - 435.586.1119, rob@enochcity.org

LAVERKIN CITY CULINARY WATER MASTER PLAN UPDATE

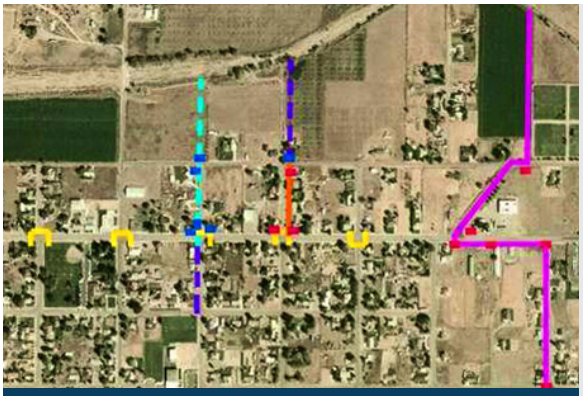
LaVerkin, Utah | 2009 & 2015

Sunrise created a Culinary Water Master Plan in 2009 and an update to the plan in 2015. Sunrise provided a detailed five-point analysis of LaVerkin's water system including a review of water rights, source capacity, storage facilities, treatment needs, and distribution system capacity. We worked closely with the City to develop improvement alternatives that addressed their needs, budget, and community's goals.

The network hydraulic model created for the system was completed in H2ONet, required 1,000 gpm fire flows to residential areas and 1,500 gpm to commercial areas under maximum day demand conditions per the local Fire Marshall, and demonstrated adequacy throughout most of the system, with certain fire flow and pressure deficiencies in isolated locations. The recommendations became a basis for opinions of probable cost that were used in a Water Rate and an Impact Fee Analysis.

REFERENCE

Derek Imlay, Director of Operations - 435.635.2581, derek.imlay@laverkincity.org



ENTERPRISE CITY SIX FACILITY MASTER PLANS

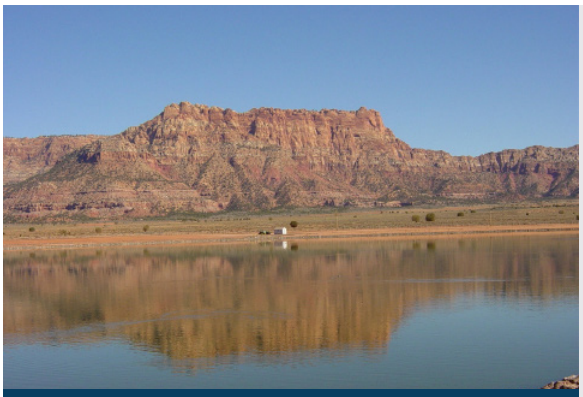
Enterprise, Utah | 2006

Enterprise commissioned Sunrise to complete a combination of six facility master plans simultaneously. These included a master plan for public safety, culinary water, wastewater, storm drain, parks and recreation, and roads and streets. Sunrise obtained public funding for the projects in the form of planning advances and low interest loans for the culinary water, wastewater, and storm drain plans. Sunrise participated in public meetings to answer questions on the planning process and to hear the community's comments regarding utility issues and the effect of raising impact fees.

Each of the master plans included existing and future needs analysis as well as cash flow spreadsheets, user rate analysis, and impact fee calculations. The wastewater facility master plan identified critical needs and outlined a wastewater system improvements project which addressed deficiencies in the City's transmission and treatment works. Funding for the subsequent facilities plan and improvements projects was obtained and managed with the assistance of Sunrise.

REFERENCE

Adam Bowler, City Administrator - 435.878.2221, adam@enterpriseutah.org



HILDALE CITY HYDROGEOLOGIC/ WATER MASTER PLAN & DETENTION BASIN

Hildale, Utah | 2017

Groundwater is the source of drinking water for the community of Hildale, Utah. Groundwater is found in the Navajo Sandstone Aquifer in the mountains to the north, in the shallow Alluvial Aquifer located in the vicinity of the creek which runs through the community, and the deep Shinarump Aquifer found throughout the area. A need for additional groundwater supply for the community was projected and potential locations for future groundwater development were identified.

A numerical groundwater flow model was developed based on collected data to simulate the groundwater system in the Hildale area. The principal objective of the modeling approach was to assess the potential effects of proposed new wells on the Alluvial Aquifer water table and the Shinarump Aquifer potentiometric surface. The model was calibrated using known water level data. Five 20-year transient-state models were then run to simulate water level decline in the Alluvial and Shinarump Aquifers based on the addition of new water sources (wells) as required by future water demand. Based on the results of groundwater modeling, Sunrise provided recommendations regarding future water source development.

REFERENCE

David Darger, Town Manager - 928.875.2646, manager@tocc.us

SANTA CLARA TUACAHN WASH DETENTION BASIN

Santa Clara, Utah | 2013

In 2012 the retention pond dam holding back stormwater runoff for the Laub Wash basin failed, causing major damage to businesses and residences in Santa Clara. It was critical for the City to replace the structure as soon as possible to protect against additional damage caused by rainfall events. Sunrise worked on an accelerated schedule to complete the engineering design of the replacement structure, procure a qualified contractor for construction, and provide construction administration services.

The new earthen dam is significantly different than its predecessor. The previous dam was constructed from a uniform material throughout with steeper upstream and downstream slopes. The new dam is a multi-zoned earthen structure with milder upstream and downstream slopes and is designed to meet current State of Utah Dam Safety standards. At the center of the new structure is a clay core, followed by a downstream chimney drain. The outer zone is constructed of a granular material with a "rip rap" exterior. The new dam also includes a 24-inch outlet pipe which will allow water to drain into the City's storm drain pipes at a faster rate.

REFERENCE

Jack Taylor, Public Services Director - 435.656.4690, jtaylor@sccity.org

KANE COUNTY WCD DUCK CREEK AREA CULINARY WATER IMPROVEMENTS

Kane County, Utah | 2001-Present

The Duck Creek Village and surrounding areas have long been served by multiple private water systems with a history of deficiencies and non-compliance with drinking water regulations. KCWCD brought Sunrise on board to assist in the process of implementing new culinary water facilities to ultimately serve the entire area. Sunrise was involved through the entire process from funding acquisition, design, and construction administration. One of the challenges was the mountain terrain and corresponding pressure zones. Sunrise provided system modeling to determine tank elevations, pumping needs, and pipe sizing.

We worked closely with the KCWCD and US Forest Service to determine the most appropriate locations for the tank sites and pipeline routes as part of the design and siting process. We submitted various maps, project descriptions, and alternatives as part of the process required by the Forest Service. The documentation proved that the chosen alternatives were optimal; thus, the facilities were permitted in the desired locations. The water system is now in complete compliance with State regulations and is run by a single entity, KCWCD.

REFERENCE

Mike Noel, Executive Director - 435.644.3996, mnoel@kanab.net

KEY PERSONNEL RESUMES

TAB A

Joe Phillips, PE

Joe has experience in the review, planning, design and construction of many municipal engineering projects. Much of his experience has come from serving as a contracted City or District Engineer; this has given Joe considerable knowledge of the day-to-day operations and technical issues experienced by municipalities and improvement districts.

Joe also has extensive real experience in planning, design, and construction of community parks and recreation facilities, in completing facility planning studies, and implementing water improvements projects. Many of his projects have required acquisition and management of public funding packages and coordination with federal and state governmental agencies. Joe's strong communication and interpersonal skills have enabled success with his projects.

QA/QC

EXPERIENCE

MASTER PLANNING PROJECTS

- Santa Clara City Stormwater Master Plan
- Washington City Wastewater Master Plan
- Toquerville City Transportation Master Plan
- Toquerville City Culinary Water Master Plan
- Springdale Town Wastewater Master Plan
- Springdale Town Stormwater Master Plan
- LaVerkin City Irrigation System Master Plan
- LaVerkin City Stormwater Master Plan
- Leeds Town Stormwater Master Plan

CULINARY WATER PROJECTS

- Santa Clara South Hills Water Improvements Project
- Kanarraville Town Culinary Water Improvements Project
- City of Caliente Well #3 Replacement Project

STORMWATER PROJECTS

- Taylorsville City 4800 South 1650 West Storm Drain System
- City of Caliente French Drain North Project
- Enterprise City Storm Drain Improvements

WATER STORAGE TANK PROJECTS

- Washington City Red Cliffs #2 2.0 MG Tank
- Ivins Cliff Rose 2.0 MG Tank
- Moapa Valley Water District Overton Tank Refurbishment
- Roark Estates HOA Tank
- South Hills Tank and Transmission Line
- Spirit Mountain Tank Replacement
- Virgin Valley Water District Flat Top Tank Replacement
- Kayenta 1.0MG Concrete Tank

MUNICIPAL/DISTRICT ENGINEERING

- Municipal Engineering Services:
  - Taylorsville City
  - Herriman City
  - Enterprise City
  - Leeds Town
  - Toquerville City
  - Orderville Town
  - City of Caliente
  - LaVerkin City
  - Springdale Town
- Gunlock Special Service District Miscellaneous Engineering Services
- Coyote Springs General Improvement District Engineering Services
- Beaver Dam Water Company Miscellaneous Engineering Services
- Lincoln County General Engineering Services
- Pioche Public Utilities Miscellaneous Engineering Services
- Panaca Farmstead Association Miscellaneous Engineering Services
- Utility Services LLC Contract Engineer
- MVWD Contract Consulting Engineer
- VVWD Contract Consulting Engineer
- LCWD Contract Consulting Engineer

PARKS & RECREATION PROJECTS

- St. George Little Valley Pickleball Complex
- St. George Bloomington Baseball Field
- Sun River Pickleball Courts Project
- SUU Tennis Courts Rebuild Project
- St. George City Firehouse Park

EDUCATION
MS - Civil Engineering,
Brigham Young University

YEARS IN PROFESSION
18; 18 with Sunrise

REGISTRATIONS
Registered Professional Engineer:
UT #4777017
NV #017304
AZ #43311

State Water Right Surveyor:
NV #1262

AREAS OF EXPERTISE
Master Planning
Municipal Engineering
Water Systems
Parks and Recreation

AWARDS
ASCE Southern Utah Branch Outstanding Water Works Project 2008 (Orderville Town Culinary Water Improvements Project)

Utah Recreation and Parks Association Innovation of the Year Award, 2012 (St. George City, Little Valley Pickleball Complex)

APWA Southern Utah Branch Public Works Project of the Year, 2012 (St. George City, Little Valley Pickleball Complex)

Marvin Wilson, PE

Marv has served in principal roles in the development, design, and implementation of numerous civil and environmental engineering projects. As Vice President, Marv now spends much of his time assisting newer engineers produce quality deliverables for various clients and serving as a QA/QC whom clients can call for an immediate and direct link to senior corporate management. Marv's track record has been one of commitment and service to many communities in the region.

Principal-In-Charge

EXPERIENCE

MASTER PLANNING PROJECTS

- Washington City Culinary Water Master Plans 1994-2019
- Santa Clara Culinary Water Master Plans 1995-2018
- Santa Clara Stormwater Master Plan
- Santa Clara Transportation Master Plan
- Coyote Springs LCCGID Stormwater CIP
- Enterprise Stormwater Master Plan
- LaVerkin Culinary Water Master Plan
- LaVerkin City Stormwater Master Plan

IMPACT FEE FACILITIES PLANS (IFFP) & IMPACT FEE ANALYSES (IFA)

- Washington City Parks & Recreation Impact Fee Analysis & IFFPs
- Washington City Culinary Water IFFPs
- Santa Clara Culinary Water IFFPs
- Santa Clara Parks and Trails IFFPs
- Santa Clara Stormwater IFFPs
- Santa Clara City Transportation IFFPs
- Santa Clara City Public Safety IFFP
- Hilldale/Colorado City Water and Wastewater Impact Fee Studies

STORMWATER PROJECTS

- Tuacahn Wash Detention Pond Dam
- Big Water Road & Drainage Improvements
- Tom's Canyon Flood Prevention

WASTEWATER PROJECTS

- Washington City Wastewater Improvements Projects
- Fairview City Wastewater Treatment Facility and Collection System
- Enterprise Wastewater Improvements
- Fredonia Wastewater Improvements
- Hilldale/Colorado City Wastewater Transmission and Treatment
- St. George Washington Fields Wastewater Project

CULINARY WATER PROJECTS

- Washington City Multiple Projects 1995-2019
- Santa Clara Multiple Projects 1995-2019
- Enterprise City Multiple Projects
- Fredonia Water Project and Treatment Plant
- Kane County Water Conservancy District, Multiple Projects 2001-2011
- Santa Clara South Hills Transmission Line
- Washington Membrane Filtration Plant
- Springdale Water Treatment Plant
- Orderville Water Improvements Project

WATER STORAGE TANK PROJECTS

- Washington Dam Road 2.0 MG Tank
- Washington Red Cliffs #2 2.0 MG Tank
- Ivins Cliff Rose 2.0 MG Tank
- Washington Red Cliffs 1.0 MG Tank
- Santa Clara, Snow Canyon 2.5 MG Tank
- Springdale 1.0 MG Tank
- Orderville 0.5 MG Tank
- Orderville 0.4 MG Tank
- Payson Design-Build Dual 2.5 MG Tanks
- (8) Kane County Water District Tanks 0.15 MG to 0.5 MG

PARKS & RECREATION

- SUU Tennis Court Reconstruction
- Little Valley Pickleball Facility
- Meadow Valley Wash Shared Use Trail
- Santa Clara Gubler Park Improvements
- Santa Clara Lava Flow Trail
- Washington Mill Creek Trail

TRANSPORTATION

- Telegraph Road Widening and Improvements
- Ivins City Road Reconstruction
- Indian Hills Drive
- Santa Clara Pioneer Parkway

EDUCATION

BS - Civil Engineering,
Utah State University

YEARS IN PROFESSION

31; 31 with Sunrise

REGISTRATIONS

Professional Engineer:
UT #176874-2202
NV #013197
AZ #29750

MEMBERSHIPS

American Public Works Association (APWA)
American Society of Civil Engineers (ASCE)

Steve Hall, PE

Steve has extensive experience in master planning as well as managing large scale and high profile infrastructure projects. Steve has completed numerous master plans and managed multiple projects in Santa Clara City and is very familiar with the City. Steve has completed the Washington City Public Safety Master Plan/IFFP/IFA and is currently working on the current revision to Washington City's Public Safety plan.

EXPERIENCE

MASTER PLANNING & CAPITAL IMPROVEMENT PROJECTS

- Santa Clara City Culinary Water CIP
- Santa Clara Stormwater Master Plan Update
- Washington City Public Safety Master Plan
- Washington City Parks & Recreation Master Plan
- Washington City Culinary Water CIP
- Washington City Secondary Water Master Plan
- Washington City Wastewater Master Plan Update
- Springdale Culinary Water Master Plan
- Hildale City/Town of Colorado City Culinary Water CIP
- LaVerkin City Culinary Water CIP
- Big Water Culinary Water Master Plan
- Colorado City Water Master Planning
- Colorado City Wastewater Master Plan
- Dixie Deer Water Master Plan
- Ivins City Parks and Trails Master Plan
- Parowan City Culinary Water CIP
- Diamond Valley Acres Water Company Culinary Water CIP
- Minden Town Culinary Water Master Plan

MUNICIPAL/DISTRICT ENGINEERING

- Santa Clara City Engineering Services
- Washington City Engineering Services
- Dixie Deer SSD Engineering Services
- Springdale Town Engineering Services
- Minden Town Engineering Services

INFRASTRUCTURE PROJECTS

- Santa Clara Heights Waterline Replacements Project
- Springdale Water Treatment Plant
- Telegraph Road Slope Stabilization
- Washington East Regional Connection Culinary Water Improvements
- Washington City In-Town Culinary Water Improvements
- Washington City Red Cliffs Culinary Water Transmission Line
- Enterprise Wastewater Improvements
- Industrial Park Wastewater Line
- Kane County Water Conservancy District Duck Creek Wastewater I
- Washington City Red Cliffs #2 2.0 MG Tank
- Ivins Cliff Rose 2.0 MG Tank
- Virgin Valley Water District Airport Tank Reconditioning

Project Manager

EDUCATION
BS - Civil Engineering,
Brigham Young University

ME - Civil Engineering,
Colorado State University

YEARS IN PROFESSION
11; 11 with Sunrise

REGISTRATIONS
Professional Engineer:
UT #8328781

MEMBERSHIPS
American Society of Civil Engineers (ASCE)

AWARDS
APWA 2016 Public Works Project of the Year (Southern Utah Branch Utah Chapter) for Telegraph Road Slope Stabilization Project

APWA 2015 Public Works Project of the Year (Southern Utah Branch Utah Chapter) for Washington City East Regional Culinary Water Improvements

Rick Snyder, PE, PLS

Rick Snyder is an experienced land surveyor and civil engineer. He has a unique skill set and specialized expertise in parks and recreation site survey and design. His site survey experience includes deed research, setting survey control and property corners, as-built and topographical surveys, construction staking, map preparation, creating and updating GIS databases, 3D model creation for design and construction, and many other skills. Rick has completed many successful parks and recreation projects including baseball and softball fields, soccer fields, multi-use fields, pickleball courts, volley ball courts, playgrounds, pavilions, restrooms, park maintenance buildings, shade structures, multi-use trails, and many others.

His experience also includes successful transportation projects, bicycle and pedestrian facilities, stormwater and drainage projects, general civil engineering projects, residential, commercial, and industrial development, agricultural projects, environmental documents, National Pollutant Discharge Elimination System (NPDES), and Americans with Disabilities Act (ADA) compliance. His responsibilities include project management and construction administration.

Principal Surveyor

EXPERIENCE

WATER STORAGE TANK PROJECTS
- Ivins Cliff Rose 2.0 MG Tank
- South Hills Tank and Transmission Line
- Virgin Valley Water District Flat Top Tank Replacement
- Ogden North Storage

SURVEY
- Ivins Center Street
- 3650 South Wastewater Line
- St. George Storm Drain & Sewer Mapping

TRANSPORTATION
- St. George City Diagonal & Bluff Street Intersection Project
- St. George City Snow Park Frontage Road
- Washington Fields Road Phase 4
- Telegraph Road Safety Improvements
- Washington City/UDOT Telegraph Road Conceptual Planning & Construction Engineering
- Washington City Middleton Drive Widening & Traffic Signal
- I-15 Washington County Line to Hamilton Fort
- Ivins City 400 South Block Street Improvements Project

STORMWATER & DRAINAGE
- NPDES Compliance
- Snow Park Frontage Road
- Indian Hills Drive
- Hyde Park 2017 Stormwater Projects
- Panaca Edwards St Stormwater Control
- Big Water Road and Drainage Improvements

CULINARY WATER PROJECTS
- Springdale Culinary Water Improvements
- Santa Clara Heights Water Improvements
- Dixie Deer Special Services District Culinary Water Improvements

WASTEWATER PROJECTS
- Washington Fields Wastewater Transmission Line
- 3650 South Wastewater Line
- Duck Creek Wastewater Phase I

MUNICIPAL/DISTRICT ENGINEERING
- Caliente Municipal Engineering Services
- Coyote Springs General Improvement District Engineering Services
- Lincoln County General Engineering Services

MASTER PLANNING PROJECTS
- Washington Wastewater Master Plan
- Lincoln County Alamo Industrial Park Master Plan
- Coyote Springs GID Roads Capital Improvement Plan
- Dixie Deer Special Service District Culinary Water Master Plan
- Santa Clara Transportation Master Plan
- Springdale Culinary Water Master Plan
- Springdale Wastewater Master Plan

PARKS AND RECREATION
- St. George City Firehouse Park
- SUU Tennis Courts Rebuild Project
- Santa Clara Cemetery Expansion

EDUCATION
BS - Civil Engineering,
University of Utah

YEARS IN PROFESSION
18; 14 with Sunrise

REGISTRATIONS
Professional Engineer:
UT #5569330-2202
NV #023632
AZ #60568

Professional Land Surveyor:
UT #5569330-2201
NV #023632
AZ #61402

CERTIFICATIONS
Remote Pilot (Drone) FAA Part 107

Private Pilot (Airplane) FAA Part 61

Professional Operations Traffic Engineer (PTOE) Certificate #3054

Certified Floodplain Manager (CFM) Certificate #US-19-10988

Nate Wallentine, EIT

Nate has worked extensively on modeling water systems and creating culinary water capital improvement plans. Nate also has ample experience with culinary improvement projects and has been involved in the design, funding, and administration of these projects. In addition, Nate has designed roadways and curb/gutters.

Assistant Project Manager

EDUCATION

BS - Civil Engineering,
Utah State University

ME - Civil & Environmental Engineering,
Utah State University

YEARS IN PROFESSION

1; 1 with Sunrise

EXPERIENCE

MASTER PLANNING & CAPITAL IMPROVEMENT PROJECTS

- Santa Clara Culinary Water CIP
- Paragonah Culinary Water CIP
- Summit Culinary Water CIP

CULINARY WATER PROJECTS

- Springdale Water Treatment Plant
- Red Cliffs 2MG Tank
- Virgin Valley Water District Kitty Hawk Drive Pipeline
- Moapa Valley Water District Swapp Drive Transmission Line
- Moapa Valley Water District Gubler Drive Transmission Line
- Moapa Valley Water District Yamashita Drive Transmission Line
- Pioche Booster Pumps
- Pioche Castleton Water Transmission Line
- Red Hawk Drive Distribution Line

MUNICIPAL/DISTRICT ENGINEERING

- Washington City Miscellaneous Engineering Services
- Kane County Water Conservancy District Miscellaneous Engineering Services
- LaVerkin City Miscellaneous Engineering Services

WATER MODELING

- Kane County Water Conservancy District Duck Creek Wastewater I

TRANSPORTATION

- Cedar Highlands Road Design
- Red Hawk Road, Curb, and Gutter Design

Li Qi, PE

Li has extensive experience in water resources and civil engineering related projects. He is a licensed professional engineer registered in Utah, Arizona, and Wyoming, and an ASFPM certified floodplain manager. He has solid scientific knowledge in hydraulics, hydrology, mathematics and numerical modeling.

As a project engineer or project manager, Li has worked on various categories of design and study projects since he joined Sunrise's environmental division in 1998. These projects include natural and urban storm drainage, flood control, city storm drain system, open channel hydraulics, two-dimensional surface water hydraulics, FEMA floodplain map revision, water supply system (trunk and distribution lines, tanks, valve and pump stations); roadway drainage system, hydroelectric power generation, dam safety, and drinking water source (well and spring) development and protection.

EXPERIENCE

WATER SYSTEMS

- Town of Manila Water Tank Design & Water Transmission Line Improvement
- Herriman City Culinary Water Improvement
- White City Water System Improvement
- Strawberry Hills Water Supply Study
- Fox Hollow Centralized Water Supply Study
- Gunnison Transmission Line Transient Analysis
- Palm Valley Transmission Line Transient Analysis

WATER MASTER PLANS

- Town of Manila
- Herriman City
- Ogden City
- White City Update

STORMWATER MASTER PLANS

- Taylorsville City
- Herriman City
- Avondale City Center Update

ROADWAY DRAINAGE STUDY & DESIGN

- Minersville Fairground Road Bridge
- Fain Road 3 Bridges & 2 Box Culverts
- US-89 Storm Drain within Mapleton
- I-15 South Storm Drain
- US-6 39 Drainage Crossings
- Sylvester Gulch Mine Road Storm Drain
- Taylorsville Bike Path Storm Drain
- Fillmore City Main Street Storm Drain

WELLS & SPRINGS

- Willow Creek Water Company New Well
- Bear Lake Water Company Club Drive Well
- Town of Garden City Spring
- Town of Manila Sols Canyon & Tank Side Wells
- Clay Basin – Questar Well
- White City Water Improvement District Wells #5A and #10
- 10+ Wells/Springs Design & Construction For 9 Cities/Communities in Utah

FEMA CLOMR/LOMR

- Tom's Canyon Creek, Combined CLOMR/LOMR
- Valley Creek near Stanley, ID, LOMR
- CLOMR near Wash 9 East, AZ, CLOMR
- Price River within Helper City Limits, CLOMR

PER & DWSP PLANS

- Trenton, Clarkston, & Newton 4 Springs PER/DWSP Plan
- Richmond City 1 Well & 6 Springs DWSP Plans
- Willow Creek Water Company 1 Well PER
- White City Water Improvement District 9 Wells PERs, DWSP Plans, & DWSP Plan Updates
- More – 60+ PERs, DWSP Plans, & DWSP Updates For 26 Cities/Communities in Utah/Wyoming

Hydrology/Hydraulics

EDUCATION
MS - Hydraulics and River Dynamics, North China Institute of Water Conservancy and Hydropower

YEARS IN PROFESSION
30; 20 with Sunrise

REGISTRATIONS
Professional Engineer:
UT #324020
AZ #36032
WY #PE9278

Certified Floodplain Manager

MEMBERSHIPS
American Society of Civil Engineers (ASCE)

Association of State Dam Safety Officials (ASDSO)

Association of State Floodplain Manager (CFM)

Jarom Hlebasko, GISP

Jarom has been involved with numerous GIS projects throughout the states of Utah, Wyoming, Idaho, Arizona, and Nevada. He has 13 years of experience with Sunrise providing mapping services and analysis through ArcGIS for Desktop software, ArcGIS for Server software, and ArcGIS Online (in the cloud) infrastructures, much of which have been in the areas of utility mapping (water distribution systems, sanitary sewer systems, stormwater systems, irrigation systems, and power/electrical systems), transportation, and facility management. Jarom has extensive experience and knowledge in ESRI Software and Extensions, ArcGIS Online for Organizations, and GPS data collection methods.

Jarom has hands-on managing experience with ArcGIS for Server providing and maintaining hosted services, versioning workflows, disconnected editing, synchronization, SDE databases, and best practices for publishing content. Jarom also utilized ArcGIS for Server in the creation of custom Web applications based on the client's needs. Other areas Jarom has proficiency in include parcel development, 3D analysis, spatial analysis, raster analysis, topology, geodatabase design and organization, and cartography. Jarom exhibits best practices and implementation techniques on any scale of work.

GIS Analyst

EDUCATION
BS - Engineering Technology, Southern Utah University
AAS - Design Technology, Southern Utah University
2 Yr Certificate, GIS, Southern Utah University
1 Yr Certificate, Civil Design, Southern Utah University

YEARS IN PROFESSION
13; 13 with Sunrise

REGISTRATIONS
GISP Licensed - #49890

MEMBERSHIPS
UGIC - Utah Geographic Information Council
WyGEO - Wyoming Geospatial Organization

EXPERIENCE

CULINARY, SEWER, ELECTRICAL, IRRIGATION, & STORMWATER MAPPING SYSTEMS

- Central (Dixie Deer), Utah
- Duck Creek, Utah
- Enterprise, Utah
- Fillmore, Utah
- Johnson Canyon, Utah
- LaVerkin, Utah
- Long Valley, Utah
- Nephi, Utah
- Oak City, Utah
- Orderville, Utah
- Panguitch, Utah
- Parowan, Utah
- Perry, Utah
- Salina, Utah
- Santa Clara, Utah
- Sigurd, Utah
- Springdale, Utah
- Stockton, Utah
- Willard, Utah
- Fredonia, Arizona
- Victor, Idaho
- White City, Idaho
- Caliente, Nevada

3D PROJECTS

- Beaver Dam Flyover
- Butcher Pipeline Flythrough
- Coleman Flat (Arrow) Dam Analysis
- Deep Creek Valley Flythrough
- Ivins, Utah Flyover
- Montpelier, Idaho Street Design
- Perry, Utah Flyover
- Provo, Utah Reservoir Canal Trail Systems
- Torrey, Utah Trail System Demo
- Victor, Idaho Main Street Scenarios

PANOVIEW GIS

- CUWCD
- Echo, Utah Port of Entry
- Fairview, Utah Treatment Plant
- Fillmore, Utah Booster Station
- Monticello, Utah Port of Entry
- Perry, Utah Port of Entry
- Perry/Willard, UT Wastewater Treatment Plant
- Sevier County School District
- St. George, Utah Port of Entry
- Washington, UT Water Treatment Plant
- Williams Gas

Chris Daughton

Chris has hands-on experience with a variety of GIS projects. He has had four years of GIS experience with the last year being with Sunrise Engineering. He has expertise in providing mapping services and analysis through ArcGIS for Desktop software, creating models in ArcMap, writing scripts in python, managing and working in a team environment. Christopher also has experience editing forest PLSS data to align with BLM PLSS data throughout the states of Arizona, California, Idaho, Nevada, Wyoming, and Utah, managing file geodatabases and enterprise geodatabases, SQL Server administration and SDE creation, communication skills, and finalizing project deliverables.

Other areas of proficiency include ArcGIS Online for Organizations, Web AppBuilder for ArcGIS, ArcGIS for Server, Collector for ArcGIS, and Survey 123 for ArcGIS.

GIS Analyst

EDUCATION
BS - Engineering Technology, Southern Utah University

YEARS IN PROFESSION
5; 2 with Sunrise

EXPERIENCE

GIS MAPPING SYSTEMS

- Ashley Valley Stormwater Master Plan
- Bloomington Drive Reconstruction
- Centerfield Irrigation, Sewer, and Water
- Delta Sewer, Water, and Zoning
- Enoch Addressing, Sewer, and Zoning
- Fillmore Sewer, Water, and Zoning
- Gunnison Irrigation, Sewer, Water, and Zoning
- Kane County Water Conservancy District (KCWCD) Water
- LaVerkin Irrigation and Water
- Santa Clara Addressing, Irrigation, Parks, Power, Sewer, Water, and Zoning
- Springdale Irrigation, Power, Telecom, Sewer, and Water
- UDOT: SR-9
- Caliente Power, Sewer, and Water
- Lincoln County Addressing, Roads, and Zoning
- Big Park Sewer
- Kingman Water, Sewer, and Streets

Justin Atkinson

For much of his career, Justin has been responsible for project inspection, GIS collection, documentation, project management, materials testing, and other related activities on water, wastewater, utilities, storm drain, natural gas and hydroelectric infrastructure projects.

Recently, Justin has taken on the responsibility of securing funding for various municipal projects. His work in the municipal arena has made Justin well connected to local and state officials.

Funding Specialist

YEARS IN PROFESSION
27; 27 with Sunrise

REGISTRATIONS
Drinking Water Operator Certificate, Level II

UDOT IQP

UDOT Partnering, Phase 1, 2

UDOT Environmental Control Supervisor Training

UDOT Nuclear Density Gauge Certification

UDOT Crash Cushion Certification

UDOT Traffic Control Certification

PUBLIC SERVICE
Mt. Pleasant City Council, 2010 - present

Roadway Committee

Mt. Pleasant Planning and Zoning Commission, 2000 - 2010

(Chairman for last 2 years)

EXPERIENCE

CLIENT FUNDING EXPERIENCE
- Centerfield City
- Fairview City
- Green River
- Hildale City
- Moroni City
- Mt. Pleasant City
- Sanpete County
- Summit Culinary Water
- Wellington City
- Woodland Mutual Water Co.

PUBLIC WORKS
- Herriman City, Utah
- Taylorsville City, Utah

CULINARY WATER PROJECTS
- Eureka City, Utah
- Tridell-LaPoint Water Improvement District, Uintah County, Utah
- Payson, Utah
- Ogden City Water Treatment Plant, Utah
- Herriman, City
- Monroe City Water Treatment Plant, Utah
- Manti City, Utah
- Fairview City, Utah
- Copperton Improvement District, Utah
- KCWCD Zion View Estates Water Improvements, Kane County, Utah

AGENCY EXPERIENCE
- Community Impact Board
- Drinking Water Board
- Division of Water Quality
- Division of Water Resources
- USDA-Rural Development
- UDOT
- Economic Development Administration
- UDOT/Utah Outdoor Recreation Grant
- Community Development Block Grant

LOCAL STREET AND ROAD PROJECTS
- Manti City, Utah
- City of Enterprise, Utah
- Panguitch City, Utah
- Fountain Green City, Utah
- Wastewater Sewer Collection and Treatment Projects
- Eureka City, Utah
- Fairview City, Utah
- Panguitch City, Utah
- Santaquin City, Utah
- Stockton Town, Utah
- Mexican Hat Special Service District, San Juan County, Utah
- Centerfield City, Utah

PRESSURIZED IRRIGATION
- Salem City, Utah
- Carbon Canal Company - RD Lateral

Sub-Consultant Information

LEWIS, YOUNG, ROBERTSON, & BURNINGHAM

Municipal Financial Advisory & Consulting Firm

Lewis Young Robertson, & Burningham, Inc. (LYRB) was founded 24 years ago as an independent municipal financial advisory firm to provide local governments with innovative, cost-effective financing solutions for public capital improvement projects. From its original focus on financial advisory services, LYRB has chosen to grow by expanding the range of services it provides to its local government clients and today remains the only full-service independent municipal financial advisory firm located in, and focused on, Utah.

LYRB's expertise extends beyond the traditional boundaries of bond transactions. They continue to be instrumental in determining the financial sustainability of entities across the State. LYRB specializes in the development of key financial and management policies, the establishment of benchmarks such as cash reserves and debt service coverage ratios, and the development of multi-year financial models. Their process ensures community buy-in and legislative support through a robust modeling process that allows for multiple-scenario analysis. This allows them to help their clients evaluate important variables that impact future performance and make informed recommendations regarding the best course of action. LYRB has extensive experience working with local and regional entities to evaluate long-term planning.

LYRB is ideally suited to assist CICWCD District prepare a Financial Business Plan for the Cedar Valley and the proposed Pine Valley Water Supply and Conservation Project (PVWS). See the included work plan for an illustration of their expertise and approach to assist the District define alternatives to fund the proposed project as well as revenue and repayment options to complete the project.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
AN INDEPENDENT MUNICIPAL FINANCIAL ADVISORY AND CONSULTING FIRM

FRED PHILPOT

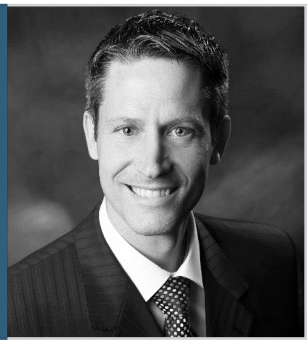
Vice President, LYRB

Fred joined Lewis Young Robertson & Burningham, Inc. in 2007. Fred has experience in annexation feasibility studies, the establishment of redevelopment areas, business license fees and cost of service studies, comprehensive financial planning, economic development, financial advisory and impact fees. He has also utilized GIS applications to analyze economic development trends, business and market data, and land use issues. His project expertise includes detailed land use analysis, demographic projections, retail sales analysis and sales gap modeling, analyzing market conditions, GIS mapping and conducting level of service analysis.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
AN INDEPENDENT MUNICIPAL FINANCIAL ADVISORY AND CONSULTING FIRM

Office: 801.456.3909

Email: fred@lewisyoung.com



RELEVANT EXPERIENCE

- Impact Fee Facility Plan and Impact Fee Analysis.
- Economic development services including the creation of Project Areas (URAs, EDAs, and CDAs).
- Ongoing administration of annual Project Area reporting and disbursement calculations.
- Financial forecasting, cost benefit analysis, and pro forma evaluation necessary to create Project Area Plan and Budget documents.
- Dynamic financial modeling used to explore multiple future scenarios.
- Development of Comprehensive Financial Sustainability Plans to assist local governments in prioritizing capital projects, identifying methods of repayment, and modeling of multi-year cash flows.
- User rate and impact fee services which includes modeling of all future revenues, expenditure and capital outlay for each government and business type fund.

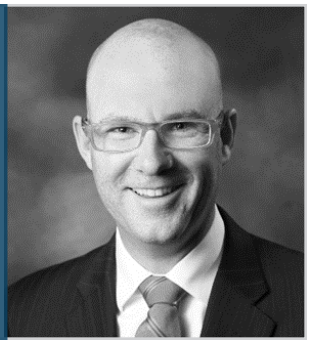
DAVID M ROBERTSON
Vice President, LYRB

David began his experience in the bond business in 2000 when he joined LYRB. He works closely with special districts, cities, counties, and charter schools. David's responsibilities include client relations, quantitative analysis, debt structuring, coordinating ratings, maintaining liquidity facilities, and related items. He has participated in structuring over $2 billion in municipal bonds, in both fixed and variable rate models. These transactions have included water, sewer, lease, sales tax revenue bonds, charter school, and general obligation bonds. As a part of the structuring of variable rate debt, David has secured liquidity facilities and executed interest rate caps and swaps.

In 2001, David worked at Ballard Spahr LLP in the Public Finance sector and in the office of Congressman Chris Cannon, 3rd District of Utah, in Washington D.C. In 2002, he again joined LYRB as a quantitative analyst. David currently serves on the American Water Works Association Conference Committee and is an ex-officio member of the Board of Trustees of the UASD.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
AN INDEPENDENT MUNICIPAL FINANCIAL ADVISORY AND CONSULTING FIRM

Office: 801.456.3903
Email: david@lewisyoung.com



RELEVANT EXPERIENCE

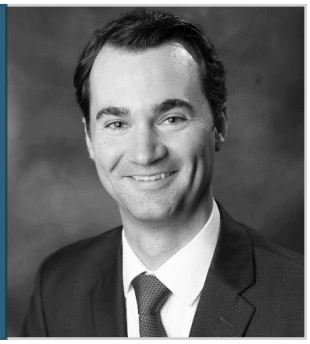
- Central Utah Water Conservancy District – oversaw development of complex models to manage and project revenues, expenditures and capital needs of the District's general fund model as well as Central Water Project model in order to issue bonds to support the project.
- Weber Basin Water Conservancy District on water revenue bonds for new money, refunding purposes, and general bonds to prepay federal obligations.
- Central Valley Water Reclamation Facility created finance plan that enabled CVWRF to obtain its 1st ever rating in issuing the 1st series of bonds for a $250+MM project.
- South Ogden Conservation District – advised the District on its first ever publicly offered bonds, including meetings to rating agencies /potential bond insurers
- Jordan Valley Water Conservancy District on periodic financings of new projects and refundings, District has seen ratings increase in our tenure as financial advisor
- Granger Hunter Improvement District – oversaw the implementation of water/sewer rates and impact fee analysis
- South Ogden Utility – oversight of a comprehensive financial sustainability plan that prioritizes its fiscal operation.
- Advising Draper City on refunding several series of bonds, feasibility studies, impact fee (SDC equivalent) and related work.

NATHAN W ROBERTSON
Senior Analyst, LYRB

Nathan joined Lewis Young Robertson & Burningham in 2006. As a member of the firm's Production Team he works closely with relationship managers to provide quantitative analysis, credit ratings presentations and other services to a number of cities, school districts, charter schools, and water districts.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
AN INDEPENDENT MUNICIPAL FINANCIAL ADVISORY AND CONSULTING FIRM

Office: 801.456.3926
Email: nathan@lewisyoung.com



RELEVANT EXPERIENCE

- Helped complete over 100 bond transactions totaling over two billion.
- Strong background of long-term financial modeling, quantitative analysis, and debt structuring.
- Participated in a wide variety of construction and refinancing transactions including general obligation, water, sewer, lease revenue, tax increment, charter school revenue, special assessment, and franchise and sales tax revenue bonds.
- Actively works in the development of credit shaping services including the development and implementation of plans to qualify, enhance, and/or secure an investment grade credit rating from the major credit agencies.
- Integrally involved in on-going monitoring of refunding opportunities available, on a daily basis, to all local governments to ensure the highest level of debt service savings are identified and captured.

SUNRISE ENGINEERING
11 North 300 West, Washington, Utah 84780
TEL 435.652.8450 | FAX 435.652.8416

WORK RELEASE NO. 2019-1 COVER SHEET

Stormwater, Public Safety, Parks & Trails, and Roads/Streets Master Planning

(Including Impact Fee Analyses and GIS Mapping)

TOWN OF APPLE VALLEY
1777 NORTH MEADOWLARK DRIVE
APPLE VALLEY, UT 84737

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2019-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

ENGINEER	CLIENT
SUNRISE ENGINEERING, INC.:	TOWN OF APPLE VALLEY:
By:	By:
Name: Marvin J Wilson, P.E.	Name:
Title: Senior Vice President	Title:
Date: 26 July, 2019	Date:

WORK RELEASE NO. 2019-1

This Work Release is entered into by and between the TOWN OF APPLE VALLEY (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 28 May 2019, hereinafter referred to as the "Agreement", CLIENT and ENGINEER desire to identify certain work and service to be performed by ENGINEER pursuant to the Agreement. CLIENT intends to retain general engineering services hereinafter referred to as "Project" and for which ENGINEER agrees to perform various professional engineering services.

ARTICLES

It is agreed that ENGINEER will perform the following:

ARTICLE 1. PROJECT DESCRIPTION

The objective of the Stormwater Master Plan is to evaluate existing stormwater conveyance facilities, determine deficiencies in, and provide recommendations to improve the existing stormwater facilities, provide recommendations regarding stormwater needs, and provide financial or funding recommendations for future projects. The area of study includes the drainage locations directly affecting the Town of Apple Valley with specific attention to Apple Valley Proper as shown in the attached exhibit.

Additionally, the town is in need of renewing their impact fee analyses for Public Safety, Parks & Trails, and Roads/Streets. The Engineer has provided assistance to the Town in getting CIB funding for the above referenced Stormwater Master Plan as well as updates to the other Town governed impact fees and master plans.

ARTICLE 2. SCOPE OF SERVICE

2.1 STORM WATER IMPACT FEE FACILITIES PLAN

1. Generate project base map of Town.
    a. Use existing aerial photography and USGS quad maps.
    b. Apply basic land use, zoning, & density plans from Apple Valley.
    c. Gather and incorporate publicly available digital contour data.
    d. Gather and incorporate publicly available geologic and soil type data.
    e. Gather and incorporate publicly available floodplain data.
    f. Gather existing Apple Valley GIS data, model(s), maps, plans, studies, and standards related to relevant aspects of the plan.
    g. Identify significant drainage structures including culverts, bridges, low-flow crossings, roadway crossings, retention ponds, dikes or levees and reservoirs.
    h. Reflect flow modeling on mapping.

i. Where existing data is insufficiently detailed in Apple Valley proper (defined in the attached Site Map), collect planning-level elevation points of critical drainage flowlines and slopes.

2. Coordinate with Apple Valley Town and Washington County Flood Control to obtain topographic mapping, any watershed studies that they may have, and to invite input on the master plan.

3. Gather population and growth data.
    a. In consultation with CLIENT and after review of existing census or population data, prepare population growth projections.

4. Define stormwater basins & sub-basins.
    a. Use modeling software to generate stormwater basin & sub-basin boundaries.
    b. General basins will be modeled for drainages affecting property within the municipal boundaries; more detailed sub-basins will be modeled for Apple Valley proper as defined in the attached Site Map.

5. Quantify existing flows in stormwater basins and sub-basins.
    a. Gather and incorporate publicly available precipitation IDF data.
    b. Evaluate the design storm frequency, duration, and distribution to be used in the models and provide recommendations on standard storm routing through Apple Valley proper.
    c. Use modeling software to generate runoff hydrographs for basins and sub-basins.

6. Quantify post-development flows for the buildout horizon in stormwater basins and sub-basins.
    a. General idea for this subtask is that all subdivision development will likely be required to detain flows above current. Therefore, this task is small and should not take much modeling to Calculate peak storm runoff discharges.
    b. Use modeling software to generate runoff hydrographs only for those basins and sub-basins that change in the buildout horizon.

7. Evaluate the hydraulic capacity of existing facilities in Apple Valley proper.
    a. Coordinate with CLIENT for basic mapping of stormwater facilities and flow paths for each sub-basin.
    b. Use spreadsheets or modeling software to model pipe facilities and open channel facilities, based on topographic and planning-level survey information provided by CLIENT or collected as part of the Scope of Services.
    c. Provide a general inundation map for the sub-basin area on the East side of Apple Valley Proper. This area is the area near Mt Zion Drive that has experienced flooding in the past.

8. Recommended improvements to existing facilities.
    a. Evaluate existing and system deficiencies.
    b. Develop plan view maps of recommended improvements to existing facilities and potential retention basins.
    c. Provide recommendations regarding drainage and retention basin easements/agreements.

9. Develop a preliminary layout and infrastructure plan for future improvements.
    a. Develop storm drain layout & sizes of improvements under buildout conditions.

10. Provide an Impact Fee Analysis.
    a. Calculate the capacity of existing facilities.
    b. Calculate an existing Level of Service (LOS).
    c. Identify Impact Fee Eligible expenses.
    d. Recommend a maximum allowable Impact Fee, including
        i. Calculations,
        ii. Written lay person summary, and
        iii. Certification of Impact Fee Analysis.

11. Develop a financial viability analysis.
    a. Calculate the infrastructure cost for recommended improvements of the existing system.
    b. Calculate infrastructure costs for the 20-year horizon.
    c. Prepare a 20-year cash flow analysis.
    d. Identify potential user rate concepts (does not include user rate analysis)
    e. Provide recommendations for assessing developer responsibility on development driven improvements.

12. Generate a Storm Water Master Plan report sufficient to comply with the Impact Fee Facilities Plan requirement.
    a. Issue the plan in report format for delivery to CLIENT (mapping deliverables will be in hard copy and GIS formats).

13. Make site visits and attend meetings with CLIENT to perform the work; limited to one kickoff meeting, one Town Council meeting (Town of Apple Valley), and one public hearing to present the final draft and potential Impact Fee.

14. Coordinate with Federal or Utah State agencies such as BLM and NRCS.

15. Provide recommendations for pursuing infrastructure project funding through various funding agencies.
    a. Review potential funding alternatives from applicable agencies.
    b. Recommend courses of action for pursuing project funding.

2.2 PUBLIC SAFETY PLAN

1. Gather existing Apple Valley data, plans, studies, and standards related to relevant aspects of the plan.
2. Coordinate with Apple Valley Town and applicable Washington County agencies to invite input on the plan.
3. Provide an Impact Fee Analysis.
    a. Calculate the capacity of existing facilities.
    b. Calculate an existing Level of Service (LOS).
    c. Develop list of future improvements based on Town's feedback and direction, engineering judgement.
    d. Identify applicable Impact Fee Eligible expenses past and future.
    e. Recommend a maximum allowable Impact Fee, including
        i. Calculations,
        ii. Written lay person summary, and
        iii. Certification of Impact Fee Analysis.

2.3 PARKS PLAN

1. Gather existing Apple Valley data, plans, studies, and standards related to relevant aspects of the plan.
2. Coordinate with Apple Valley Town, Dixie MPO, etc. to invite input on the plan.
3. GIS Mapping and exhibits
    a. Map existing facilities in GIS.
    b. Provide exhibit of recommended improvements.
4. Provide an Impact Fee Analysis for 20-year horizon.
    a. Delineate the capacity of existing facilities.
    b. Delineate an existing Level of Service (LOS).
    c. Develop Parks master plan including future improvements based on Town's feedback and direction, and engineering judgement.
    d. Identify applicable Impact Fee Eligible expenses past and future.
    e. Recommend a maximum allowable Impact Fee, including
        i. Calculations,
        ii. Written lay person summary, and
        iii. Certification of Impact Fee Analysis.

2.4 ROAD/STREETS PLAN

1. Gather existing Apple Valley data, plans, studies, and standards related to relevant aspects of the plan.
2. Coordinate with Apple Valley Town and Washington County Roads to invite input on the plan.
3. GIS Mapping and exhibits
    a. Map existing facilities in GIS.
    b. Provide exhibit of recommended improvements.
4. Provide an Impact Fee Analysis.
    a. Determine the capacity of existing facilities.
    b. Define an existing Level of Service (LOS).
    c. Develop road master plan including future improvements based on Town's feedback and direction, and engineering judgement. The scope of this plan will not include traffic modeling or any analysis for Highway 59 as this is controlled and operated by UDOT.
    d. Identify applicable Impact Fee Eligible expenses past and future.
    e. Identify Impact Fee Eligible expenses.
    f. Recommend a maximum allowable Impact Fee, including
        i. Calculations,
        ii. Written lay person summary, and
        iii. Certification of Impact Fee Analysis.

2.5 WATER SYSTEM MAPPING AND MODELING

1. GIS Utility Mapping
    a. Create a map of the water system in GIS for the purpose of providing a basis for a computer-based hydraulic network model. This map will be based off existing mapping from the Town or the Water District.
    b. Convert & publish GIS Data for the culinary water system and any of the applicable systems in the other plans listed above.

i. Includes two years of cloud server access.
ii. Includes setup.

2. Water Modeling
    a. Create a working a computer-based hydraulic network model for the system.

ARTICLE 3. COMPENSATION

CLIENT agrees to compensate ENGINEER for services of Work Release No. 2019-1, Stormwater, Public Safety, Parks & Trails, and Roads/Streets Master Planning, as follows and which payments will be considered complete compensation for engineering services outlined in the respective articles of this Agreement. ENGINEER will submit monthly itemized billings for this work, which will be due and payable within 30 calendar days.

1. HOURLY ITEMS:
CLIENT agrees to compensate ENGINEER for actual charges at hourly rates plus direct expenses shown on Exhibit A for services described under these phases. The budget shown below for items under this category will not be exceeded without authorization from the CLIENT.

ENGINEER will submit itemized billings, each month for this work, which will be due and payable within 30 days of receipt thereof by CLIENT. Billing will begin at the end of the month, after authorization to proceed with the associated phase is given by CLIENT and will continue each month thereafter.

2. LUMP SUM ITEMS:
CLIENT agrees to compensate ENGINEER for work as outlined in referenced articles for the total fixed fee prices as shown in the table below.

Compensation for Fixed Fee work will be payable monthly as follows:

a. Billing will begin at the end of the month, after authorization to proceed with the phase is given by CLIENT and will continue each month thereafter.
b. The amount billed each month will be a sum equal to that portion of the total lump sum amount prorated according to the percent complete of the phase.

3. COMPENSATION DETAIL:

STORM WATER IMPACT FEE FACILITES PLAN

Article	Task Description	Budget /Cost	Fee Type
2.1.1-2.1.7 Excludes 2.1i	Base Map, Growth Projections, Hydrologic Analysis, Modeling, Evaluate Existing Facilities	$23,300	Fixed Fee
2.1.1i	Collect Elevation Points	$3,000	Hourly
2.1.8-2.1.9	Provide recommendations and layout	$10,800	Fixed Fee
2.1.10	Impact Fee Analysis	$7,900	Fixed Fee
2.1.11	Develop Financial Viability	$3,600	Fixed Fee
2.1.12	Generate Capital Improvement Plan Report per IFFP	$13,600	Fixed Fee
2.1.13-2.1.14	Site Visits, Agency Coordination, Meetings	$4,500	Hourly

2.1.15	Funding Alternatives for resultant project	$1,800	Hourly
	TOTAL	$68,500	

PUBLIC SAFETY IMPACT FEE FACILITES PLAN

Article	Task Description	Budget /Cost	Fee Type
2.2.1	Gather existing Apple Valley data	$400	Fixed Fee
2.2.2	Coordinate with Apple Valley Town and Washington County Emergency Services	$800	Fixed Fee
2.2.3	Impact Fee Analysis	$1,000	Fixed Fee
	TOTAL	$2,200	

PARKS & TRAILS IMPACT FEE FACILITES PLAN

Article	Task Description	Budget /Cost	Fee Type
2.3.1	Gather existing Apple Valley data	$1,000	Fixed Fee
2.3.2	Coordinate with Apple Valley Town, Dixie MPO, etc	$1,500	Fixed Fee
2.3.3	Map the existing facilities	$2,400	Fixed Fee
2.3.4	Impact Fee Analysis	$1,800	Fixed Fee
	TOTAL	$6,700	

ROADWAY IMPACT FEE FACILITES PLAN

Article	Task Description	Budget /Cost	Fee Type
2.4.1	Gather existing Apple Valley data	$1,900	Fixed Fee
2.4.2	Coordinate with Apple Valley Town and Washington County Roads	$1,500	Fixed Fee
2.4.3	Map the existing facilities	$3,800	Fixed Fee
2.4.3	Impact Fee Analysis	$1,800	Fixed Fee
	TOTAL	$9,000	

WATER SYSTEM MAPPING AND MODELING

Article	Task Description	Budget /Cost	Fee Type
2.5.1	GIS Utility Mapping	$10,600	Fixed Fee
2.5.2	Water Modeling	$3,000	Fixed Fee
	TOTAL	$13,600	

ARTICLE 4. ASSUMPTIONS or EXCLUSIONS

1. The compensation fee does not include detailed survey services for the purpose of defining locations and elevations of existing storm drain facilities.
2. Contours and elevations necessary for the planning effort will be obtained from publicly and readily available sources.
3. Elevations at hydraulic structures may be obtained from as-built plans, if available.
4. Production of LOMR, LOMA and following through with FEMA on recommendations generated through Task II, will be done upon request of CLIENT and performed on an hourly rate basis.
5. Assumes that public meetings for all impact fee enactment(s) will be held in conjunction with other impact fee analyses.
6. Excluded are efforts over and above one iteration of responding to opposition or defending impact fee methodology, analysis or calculations to a 3rd party; ie SUHBA, etc..
7. CLIENT will provide updated zoning, population, and/or land use maps.
8. CLIENT will provide updated financial information and public facilities information.
9. CLIENT will provide any municipal "vision" for public facilities.
10. This compensation fee does not include roadway modeling or planning.

ARTICLE 5. INVOICING

Instructions and invoices submitted pursuant to this Work Release will be sent to:

TOWN OF APPLE VALLEY
1777 NORTH MEADOWLARK DRIVE
APPLE VALLEY, UT 84737

Invoices will be submitted monthly based on the prior month's effort and are due and payable within thirty (30) days.

SUNRISE ENGINEERING

EXHIBIT A - FEE SCHEDULE

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	$99	404	CAD Drafter IV	$104
102	Engineer Intern (E.I.T.) II	$108	451	Training Specialist I	$130
103	Engineer III	$137	456	Training Manager	$156
104	Engineer IV	$154	460	Training Director	$180
105	Engineer V	$174	500	Funding Specialist	$126
110	Principal Engineer	$196	510	Plan Reviewer	$110
121	Electrical Engineer Intern (E.I.T.) I	$109	511	Building Inspector I	$65
122	Electrical Engineer Intern (E.I.T.) II	$122	512	Building Inspector II	$87
123	Electrical Engineer III	$138	513	Building Inspector III	$108
124	Electrical Engineer IV	$159	525	Building Official	$126
125	Electrical Engineer V	$175	601	GIS Tech	$68
126	Principal Electrical Engineer	$196	602	GIS Tech II	$78
301	Engineering Tech I	$77	611	GIS Specialist I	$98
302	Engineering Tech II	$95	613	GIS Analyst	$112
303	Engineering Tech III	$108	614	GIS Programmer	$98
304	Engineering Tech IV	$133	615	GIS Team Lead	$128
311	Electrical Tech I	$84	51	Administrative I	$45
312	Electrical Tech II	$95	52	Administrative II	$59
313	Electrical Tech III	$105	53	Administrative III	$74
314	Electrical Tech IV	$116	712	Project Manager II	$165
315	Electrical Tech V	$127	723	Water Rights Specialist III	$123
351	Construction Observer I	$67	921	Survey Tech	$80
352	Construction Observer II	$88	930	Survey CAD Tech	$115
353	Construction Observer III	$98	935	One Man Survey Crew	$150
354	Construction Observer IV	$108	940	Survey Manager	$160
401	CAD Drafter I	$69	945	Registered Surveyor	$170
402	CAD Drafter II	$79	950	Principal Surveyor	$185
403	CAD Drafter III	$94			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	$0.59 per mile	N/A
Field Vehicle (on site)	$50 per day	N/A
Per Diem Meals	$57 per day	N/A
Troxler Nuclear Density Gauge	$40 per day	N/A
High Density Scanner	$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions. Base 01-2019

AGREEMENT

FOR

ENGINEERING AND TECHNICAL SERVICES

TOWN OF APPLE VALLEY

AND

SUNRISE ENGINEERING, INC.

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TOWN OF APPLE VALLEY
AND
SUNRISE ENGINEERING, INC.

AGREEMENT
FOR
ENGINEERING AND TECHNICAL SERVICES

This Agreement for Engineering and Technical Services (this "Agreement") is entered into by and between TOWN OF APPLE VALLEY (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER) to be effective as of the 28th day of May 2019.

CLIENT and ENGINEER agree as follows:

ARTICLE 1. PURPOSE AND EFFECT OF THIS AGREEMENT.

1.1 Work Releases. It is the intention of CLIENT to award to ENGINEER projects for the performance of engineering and/or technical services (a "Relevant Project") through the execution by CLIENT and ENGINEER of Work Releases substantially in the form attached hereto as Exhibit "A" (a "Work Release") that reference this Agreement and incorporate into the Work Release for the Relevant Project the terms, conditions, promises and obligations of this Agreement. It is understood and agreed that CLIENT shall have no legal obligation or duty created by the execution of this Agreement to award any Relevant Project to ENGINEER or to execute any Work Release with ENGINEER. Nothing in this Agreement is to be construed as granting to ENGINEER exclusive rights to perform any or all of CLIENT's requirements for engineering and/or technical services. It is understood and agreed that ENGINEER shall have no legal obligation or duty created by the execution of this Agreement to accept the award of any Relevant Project offered to ENGINEER by CLIENT or to execute any Work Release with CLIENT.

1.2 The Engineering Contract for the Services. If CLIENT and ENGINEER execute a Work Release for a Relevant Project that incorporates by reference this Agreement, this Agreement and the Work Release and any modifications made to this Agreement and/or the Work Release made by CLIENT and ENGINEER in writing (collectively, this Agreement, the Work Release and any written modifications to this Agreement and/or the Work Release with respect to the Relevant Project are collectively referred to as the "Engineering Contract") shall form the entire and integrated agreement between CLIENT and ENGINEER for ENGINEER's engineering and/or technical services for the Relevant Project as described in the Engineering Contract (the "Services").

1.3 Conflicts Between Agreement and Work Release. In the event of any direct conflict between the terms, conditions, promises and/or obligations of this Agreement and the terms, conditions, promises and/or obligations of a Work Release for a Relevant Project that incorporates this Agreement by reference, the terms, conditions, promises and obligations of the Work Release for the Relevant Project shall supersede and replace the directly conflicting terms, conditions, promises and obligations of this Agreement, but only with regard to the Relevant Project.

1.4 Term of Agreement. The term of this Agreement shall be for a period of two years from the effective date of this Agreement. This Agreement shall automatically be extended for additional one-year terms provided that neither party to this Agreement, nor its successors or assigns, terminates this Agreement.

1.5 Services Expansion. CLIENT reserves the right to expand or increase the scope of consulting services including award of additional phases of consulting services to ENGINEER without conducting additional procurement procedures.

1.6 Execution of New Agreement for Engineering and Technical Services. This Agreement shall not be binding on CLIENT or ENGINEER as to any project for which a Work Release has been executed by

CLIENT and ENGINEER which Work Release incorporates by reference another agreement between CLIENT and ENGINEER, even if this Agreement has not been terminated.

1.7 Prior Services. If any of the Services are performed by ENGINEER or ENGINEER's Consultants prior to the effective date of this Agreement and/or the Work Release for the Relevant Project, such Services shall be governed by the terms, conditions, promises and obligations of the Engineering Contract to the same extent as if such Services had been performed after the effective date of this Agreement and the Work Release for the Relevant Project.

ARTICLE 2. ENGINEER'S RESPONSIBILITIES.

2.1 Engineer's Services. ENGINEER shall perform the Services for each Relevant Project as are described in the Work Release for that Relevant Project. This Agreement shall be incorporated by reference into each Work Release for a Relevant Project to be governed by the terms, conditions, promises and obligations of this Agreement.

2.2 Right to Retain Subconsultants. ENGINEER may use the services of subconsultants in the performance of the Services ("ENGINEER's Consultants") when, in the ENGINEER's sole opinion, it is appropriate to do so. Such persons and entities include, but are not limited to, specialized consultants and testing laboratories. ENGINEER's use of subconsultants in the performance of a Change in Services (defined in Section 6.1 of this Agreement) shall not be unreasonably restricted by CLIENT. ENGINEER will engage the services of the subconsultants, if any, required to be engaged by ENGINEER in the Work Release for the Relevant Project to perform the Services. CLIENT shall furnish the services of all other consultants reasonably required for the Relevant Project (but not required to perform ENGINEER's Services), unless CLIENT and ENGINEER mutually agree that ENGINEER shall engage such additional consultants as a Change in Services. Nothing in this Section 2.2 shall be construed to require that ENGINEER agree to engage any additional consultants as a Change in Services.

2.3 Standard of Skill and Care. The Services (whether performed by ENGINEER or ENGINEER's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Relevant Project is located on projects of similar size and scope and under like circumstances. ENGINEER shall ensure that the Services and Instruments of Service provided under this Agreement and each Engineering Contract will not infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party. ENGINEER shall be responsible for all services provided under the Engineering Contract, whether such services are provided directly by ENGINEER or by ENGINEER's Consultants. ENGINEER disclaims that any warranties, expressed or implied are made or intended by ENGINEER regarding the ENGINEER'S Services or the Instruments of Services or regarding any other matter.

2.4 Compliance with Laws. ENGINEER and/or ENGINEER's Consultants shall review laws, codes and regulations applicable to the Services and shall exercise the standard of skill and care required by Section 2.3 of this Agreement to comply with the laws, codes and regulations applicable to the Services. ENGINEER specifically disclaims any express warranty or warranty implied by operation of law that the design of the Relevant Project complies with applicable laws, codes and regulations as these laws, codes and regulations are interpreted by governmental authorities with jurisdiction of the Relevant Project or by finders of fact in dispute resolution proceedings. ENGINEER and/or ENGINEER's Consultants shall respond in the design of the Relevant Project to any requirements communicated to ENGINEER by government authorities having jurisdiction over the Relevant Project.

2.5 Reliance on Owner Furnished Information. Unless otherwise notified by CLIENT, ENGINEER and ENGINEER's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by CLIENT and CLIENT's consultants, agents and representatives, and ENGINEER and ENGINEER's Consultants shall have no duty to investigate the accuracy or completeness of such services or information. ENGINEER shall provide notice to CLIENT if ENGINEER or ENGINEER's Consultants become aware of any errors, omissions or inconsistencies in the services or information furnished by CLIENT.

2.6 Non-Negligent Errors. If the Services require the preparation by ENGINEER and/or ENGINEER's Consultants of drawings, specifications or other design documents for construction of improvements to real property, CLIENT acknowledges that there is no perfect set of construction drawings, specifications or other design documents and that inconsistencies, conflicts, errors and omissions in the construction drawings, specifications and other design documents will occur despite the exercise by ENGINEER and ENGINEER's Consultants of the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services. CLIENT acknowledges and agrees that subject to the limitations and conditions of Article 10 of this Agreement, ENGINEER is liable to CLIENT only for those damages suffered by CLIENT caused by inconsistencies, conflicts, errors or omissions in the construction drawings, specifications and other design documents caused by the negligence or intentionally wrongful conduct of ENGINEER or ENGINEER's Consultants.

2.7 Construction Phase Services. When the Services for a Relevant Project include contract or construction administration services, the terms and conditions of any construction contract (the "Construction Contract") between CLIENT and a contractor ("Contractor") constructing the improvements for the Relevant Project shall be consistent with the Engineering Contract regarding ENGINEER's obligations to perform contract or construction administration services, and shall not purport to require services of ENGINEER different than or in addition to the Services required of ENGINEER by the Engineering Contract. ENGINEER is not a party to the Construction Contract, and the Engineering Contract shall be the sole and exclusive description of ENGINEER's Services and ENGINEER's duties and obligations with respect to ENGINEER's Services.

2.8 Observations of the Work. If ENGINEER is required by the Engineering Contract to make any observations or inspections of the work or services performed by Contractor (the "Work") to construct any of the improvements of the Relevant Project, ENGINEER agrees to perform such observations or inspections using the skill and care required by Section 2.3 of this Agreement solely for the purpose of endeavoring to ascertain if the Work is being constructed in accordance with CLIENT's Construction Contract with Contractor. By performing such observations or inspections, ENGINEER does not warrant or guarantee to CLIENT that the Work conforms to the requirements of the Construction Contract, ENGINEER does not accept or assume any responsibility or liability for any acts or omissions of Contractor or accept or assume any duties or liabilities to Contractor with respect to the Work not performed in accordance with the Construction Contract, and Contractor is not relieved of Contractor's obligations to perform the Work in accordance with the Construction Contract. ENGINEER shall have no duty or responsibility to CLIENT, Contractor or any other person or entity to observe or inspect Contractor's means, methods, techniques or sequences of construction, or Contractor's safety programs or procedures, all of which shall be the exclusive responsibility of Contractor. ENGINEER shall have no responsibility or liability for injuries to persons (including death), damage to property or economic loss caused by Contractor's operations under the Construction Contract. The CLIENT shall indemnify the ENGINEER from and against all injury and damage claims arising out of or based in whole or in part upon the operations of the contractor. ENGINEER shall have no power or authority to stop the Work. The power and authority to stop the Work is possessed exclusively by CLIENT.

2.9 Site Operations. If a Contractor is involved with the Relevant Project, CLIENT agrees that Contractor shall be solely and completely responsible for the conditions at all locations where the Work is performed and at all times that the Work is performed (including Work performed outside of normal business or working hours), including the safety of all persons and property during performance of the Work, and compliance with any applicable health and safety laws or regulations, including the laws and regulations of the United States Occupational Safety and Health Administration ("OSHA") and any similar state or local governmental agencies. It is understood and agreed that ENGINEER shall not be responsible for jobsite safety, and that ENGINEER shall not be responsible for the health or safety of any persons other than ENGINEER's own employees.

2.10 Soils Conditions. Unless the Services specifically require ENGINEER to perform or to engage a subconsultant to perform a soils investigation, to provide or to engage a subconsultant to provide a soils report, or to perform or to engage a subconsultant to perform soils testing, ENGINEER makes no representations concerning soils conditions and ENGINEER shall have no responsibility or liability for the making or failure to make soils investigations or reports, or to the performance or failure to perform any soils testing.

2.11 Interpretations and Decisions. If ENGINEER is required by the Construction Contract between CLIENT and Contractor to evaluate whether Contractor's Work conforms to the requirements of the Construction Contract or to evaluate claims by Contractor or CLIENT to adjustments of the contract price to be paid to Contractor for the Work (the "Contract Price") or the contract time afforded to Contractor to perform the Contractor's Work (the "Contract Time") or any other claims by Contractor or CLIENT for relief under the Construction Contract, or if ENGINEER is required by CLIENT or Contractor to evaluate any Work or claims, or if ENGINEER agrees to evaluate any Work or claims, then ENGINEER shall evaluate such Work or claims as an unbiased neutral third party and such evaluations and decisions made by ENGINEER shall be rendered in good faith and with impartiality. CLIENT agrees that ENGINEER shall not be liable to CLIENT or Contractor for any evaluations or decisions of such Work or claims made by ENGINEER in good faith. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless ENGINEER and ENGINEER's past and current officers, directors, partners, members, employees and agents, and each of them, from and against any claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any such evaluation or decision made by ENGINEER, provided, however, CLIENT shall not be required to indemnify, defend or hold harmless such indemnified parties from or against any claims or liabilities if ENGINEER is adjudicated to have made the evaluation and/or decision with negligence or in bad faith. CLIENT and ENGINEER agree that the obligations set forth in this Section 2.11 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement and/or a Work Release incorporating by reference this Agreement, and/or final payment for ENGINEER's Services for a Relevant Project.

2.12 Opinions of Probable Construction Costs. If ENGINEER's Services include the evaluation of CLIENT's budgets for construction costs or include providing ENGINEER's opinions of probable construction costs, CLIENT understands that ENGINEER has no control over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of CLIENT's budgets and/or the opinions of probable construction costs provided by ENGINEER are ENGINEER's professional judgment as a design professional familiar with the construction industry. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or negotiated prices or actual construction costs, and ENGINEER does not represent or warrant that bids or negotiated prices will not vary from CLIENT's budget for the Relevant Project or from opinions of probable construction costs or from evaluations of CLIENT's budgets prepared or agreed to by ENGINEER.

2.13 Unknown Conditions. Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risks to ENGINEER and/or ENGINEER's Consultants, or their employees or agents, in the performance of the Services not known to ENGINEER when the Work Release for the Relevant Project was executed ("Unknown Conditions"). If Unknown Conditions are encountered, ENGINEER shall promptly notify CLIENT of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and ENGINEER shall consult with CLIENT regarding possible actions, including: (i) suspend the Services and/or the Work until the Unknown Conditions are further studied by CLIENT, and the additional risks imposed by the Unknown Conditions are eliminated by CLIENT or are reduced by CLIENT to levels acceptable to both ENGINEER and CLIENT; (ii) complete the Services in accordance with the scope of Services described in the Work Release, if to do so is agreed by both ENGINEER and CLIENT to be practical; (iii) agree to a Change in Services (defined in Section 6.1 of this Agreement); or (iv) agree to a termination of the Work Release for CLIENT's convenience.

2.14 Hazardous Materials. Unless otherwise provided in the Engineering Contract, ENGINEER and ENGINEER's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Relevant Project site, unless the hazardous materials or toxic substances were brought to the Relevant Project site by ENGINEER or ENGINEER's Consultants. ENGINEER shall have the duty and responsibility to report to CLIENT the presence and location of any hazardous materials or toxic substances at the Relevant Project site which ENGINEER or ENGINEER's Consultants discover. In the event ENGINEER or any other party encounters hazardous materials or toxic substances at the Relevant Project site, or should it become known that such materials or substances are present at the Relevant Project site or its adjacent areas that may affect the performance of ENGINEER's Services,

ENGINEER may, at its option, and without liability for consequential or other damages, suspend performance of the Services until CLIENT retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. CLIENT shall indemnify ENGINEER from and against all claims arising out of or based in whole or in part upon any hazardous materials issues existing at the Relevant Project site.

2.15 Certificates. ENGINEER shall not be required in the performance of the Services to execute certificates that would require knowledge, services or responsibilities beyond the scope of the Engineering Contract. Any certificate or certification provided by ENGINEER pursuant to the Engineering Contract is a statement of professional opinion based on ENGINEER's knowledge, information, and belief exercising that degree of skill and care required in accordance with Section 2.3, and is not an affirmation or warranty of any existing fact or condition.

2.16 Confidentiality. Except for disclosures reasonably necessary to perform the Services of a Relevant Project, ENGINEER shall maintain the confidentiality of any information obtained from or through CLIENT and specifically designated as confidential by CLIENT, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent ENGINEER from establishing a claim or defense in an adjudicatory proceeding. ENGINEER shall require of ENGINEER's Consultants similar agreements to maintain the confidentiality of information obtained from or through CLIENT and specifically designated as confidential by CLIENT.

2.17 Conflicts of Interest. Except with CLIENT's knowledge and consent, ENGINEER shall not engage in any activity, or accept any employment, interest or contribution that will compromise ENGINEER's professional judgment with respect to the Relevant Project.

2.18 Promotional Materials. Unless prohibited by the CLIENT, ENGINEER shall have the right to include photographic or artistic representations of the Relevant Project and of the Services among ENGINEER's promotional and professional materials. ENGINEER's photographic or artistic representations shall not include CLIENT's confidential or proprietary information, if CLIENT has previously advised ENGINEER in writing of the specific information considered by CLIENT to be confidential or proprietary. CLIENT shall provide professional credit to ENGINEER on the Relevant Project's construction sign and in CLIENT's other promotional materials for the Relevant Project.

2.19 Independent Contractor. ENGINEER shall perform the Services as an independent contractor, and all persons employed by ENGINEER as ENGINEER's employees shall be employees of ENGINEER, not employees of CLIENT in any respect. ENGINEER may not bind CLIENT except as specifically authorized by CLIENT in the Engineering Contract or in another writing. Nothing in this Agreement is intended to, nor shall it be construed to, create a fiduciary relationship between CLIENT and ENGINEER or to impose any fiduciary duties or obligations on ENGINEER with respect to the performance of the Services.

ARTICLE 3. SCHEDULE FOR SERVICES.

The schedule for the performance by ENGINEER of the Services for a Relevant Project shall be stipulated in the Work Release for the Relevant Project. ENGINEER shall periodically update this schedule as the Relevant Project proceeds. The updated schedule shall reflect adjustments to the Relevant Project milestone dates, including the time for performance of the Services, due to Changes in Services (defined in Section 6.1 of this Agreement) and Relevant Project delays not within the control of ENGINEER. The updated schedule shall be submitted to the CLIENT for approval, which approval shall not be unreasonably withheld. Time limits established by this schedule approved by CLIENT shall not, except for reasonable cause, be exceeded by ENGINEER or CLIENT. ENGINEER shall not be responsible for delays in the schedules caused by CLIENT (including changes in the Relevant Project time parameters, Changes in Services, changes in the Work or changes in the Relevant Project budgets), CLIENT's other consultants, Contractor, governmental authorities with jurisdiction over the Relevant Project, or others not subject to the control of ENGINEER.

ARTICLE 4. CONSIDERATION AND PAYMENT.

4.1 Consideration. For satisfactory performance of the Services of a Relevant Project, CLIENT shall pay ENGINEER consideration in the form of fees and expenses in the amounts and using the methods of calculation described in the Work Release for the Relevant Project. Compensation for the Services of a Relevant Project shall be made in accordance with one of three methods, as follows: (i) a negotiated lump sum; (ii) on the basis of hourly rates and reimbursable expenses as described in the Work Release for the time and expenses incurred in the performance of the Services; or (iii) some other mutually agreed upon compensation method described in the Work Release. The specific method of compensation shall be agreed in the Work Release for the Relevant Project.

4.2 Invoices. All invoices submitted to CLIENT for Services performed for a Relevant Project shall contain references to the date of this Agreement and the number of the Work Release issued for the Services. Invoices shall be submitted for the Services of a Relevant Project as required by the Work Release for that Relevant Project. If required by the Work Release, invoices shall contain copies of supporting documents and proof of expenditures on behalf of CLIENT. Unless otherwise required by the Work Release for a Relevant Project, payments on account of Services rendered and for reimbursable expenses incurred shall be made monthly within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services. No deduction shall be made from ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which ENGINEER has been adjudged to be liable.

4.3 Over Due Payments. CLIENT agrees to pay to ENGINEER interest at the rate of eighteen percent (18%) per annum on the unpaid balance due for Services from and after the date payment is due pursuant to the terms of the Engineering Contract. Collection fees and/or attorney fees that are required to collect unpaid invoices shall be paid by the CLIENT.

ARTICLE 5. OWNERSHIP AND RIGHTS IN INSTRUMENTS OF SERVICE.

5.1 Instruments of Service. Drawings, specifications and other documents, including those in electronic form, prepared by ENGINEER and ENGINEER's consultants for a Relevant Project are Instruments of Service for use solely by CLIENT with respect to the Relevant Project. ENGINEER and ENGINEER's Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights. Upon execution of this Agreement, ENGINEER grants to CLIENT a nonexclusive license to reproduce ENGINEER's Instruments of Service for purposes of constructing, using and maintaining the Relevant Project, provided that CLIENT shall comply with all obligations, including prompt payment to ENGINEER of all consideration when due, under the Engineering Contract.

5.2 Authorized Use. CLIENT shall be permitted to authorize Contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by the license granted to CLIENT in Section 5.1 of this Agreement. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Relevant Project is not to be construed as publication in derogation of the reserved rights of ENGINEER and ENGINEER's Consultants.

5.3 Restrictions on Use. CLIENT shall not use the Instruments of Service for future additions or alterations to the Relevant Project or for other projects, unless CLIENT obtains the prior written agreement of ENGINEER and ENGINEER's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at CLIENT's sole risk and without liability to ENGINEER or ENGINEER's Consultants.

5.4 Indemnity for Unauthorized Use. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless ENGINEER and ENGINEER's Consultants and their past and current officers, directors, and partners from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of

dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by CLIENT or any person or entity that obtained the Instruments of Service from or through CLIENT or CLIENT's agents or representatives.

5.5 Survival of Obligations. CLIENT and ENGINEER agree that the obligations set forth in this Article 5 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for ENGINEER's Services for a Relevant Project.

ARTICLE 6. CHANGE IN SERVICES.

6.1 Accomplishing Changes in Services. A change in ENGINEER's Services for a Relevant Project (a "Change in Services") may be accomplished after the execution of this Agreement and the Work Release for the Relevant Project without invalidating the Engineering Contract (i) if the Change in Services is mutually agreed in writing by CLIENT and ENGINEER, or (ii) if the Change in Services is caused by one of the circumstances described in Section 6.2 of this Agreement, ENGINEER gives CLIENT written notice of the circumstance and the Change in Services required thereby, and CLIENT does not give timely written notice to ENGINEER that CLIENT has determined that all or a part of the Change in Services is not required. If CLIENT gives ENGINEER timely written notice that a Change in Services is not required due to one or more of the circumstances described in Section 6.2 of this Agreement, ENGINEER shall have no obligation to provide those services. If CLIENT does not give timely written notice to ENGINEER after receiving a written notice from ENGINEER of a circumstance described in Section 6.2 of this Agreement and the Change in Services required thereby, CLIENT shall be deemed to have authorized ENGINEER to perform the Change in Services. Except for a Change in Services due to the fault of ENGINEER, a Change in Services shall entitle ENGINEER to: (a) an equitable adjustment in ENGINEER's compensation described in the Work Release for the Relevant Project (including fees and reimbursable expenses), as modified by the Change in Services; and (b) an equitable adjustment in the schedule described in the Work Release for the Relevant Project, if the Change in Services affects ENGINEER's time for performance of the Services, as modified by the Change in Services.

6.2 Circumstances Justifying a Change in Services. If any of the following circumstances affect ENGINEER's Services for the Relevant Project, ENGINEER shall be entitled to an adjustment in ENGINEER's schedule and compensation as provided in Section 6.1 of this Agreement.

.1 A change in the instructions or approvals given by CLIENT that necessitate revisions in Instruments of Service;

.2 Enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;

.3 Decisions of CLIENT not rendered in a timely manner;

.4 Significant change in the Relevant Project including, but not limited to, size, quality, complexity, CLIENT's schedule or budget, or the delivery or procurement method; and

.5 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding that had not been anticipated and budgeted for by ENGINEER.

6.3 Providing Evidence. If ENGINEER or an employee of ENGINEER is requested by CLIENT or is compelled by subpoena or other legal process by CLIENT or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which ENGINEER is not a party, CLIENT agrees to compensate ENGINEER on the basis of hourly rates and reimbursable expenses according to ENGINEER's Rate Schedule then in effect for the time and expenses reasonably incurred by ENGINEER in providing such evidence, provided that ENGINEER is not

compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence. This obligation shall survive the completion of ENGINEER's Services for the relevant Project.

ARTICLE 7. CLIENT'S RESPONSIBILITIES.

7.1 Obligation to Make Payment. CLIENT shall make timely payment of compensation, including fees and reimbursable expenses, to ENGINEER for the Services.

7.2 Obligation to Provide Information. CLIENT shall provide to ENGINEER full information in a timely manner regarding requirements for and limitations on the Relevant Project.

7.3 Obligation to Provide Professional Services. CLIENT shall furnish the Services of the Consultants, if any, reasonably required for the Relevant Project that ENGINEER is not required to engage in the performance of the Services. CLIENT shall also furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Relevant Project to meet CLIENT's needs and interests.

7.4 Obligation to Give Notice of Fault or Defect. CLIENT shall provide prompt written notice to ENGINEER if CLIENT becomes aware of any fault or defect in the ENGINEER's Services for the Relevant Project, including any errors, omissions or inconsistencies in ENGINEER's Instruments of Service.

7.5 Obligation to Give Evidence of Financial Arrangements. At the written request of ENGINEER, CLIENT shall promptly furnish to ENGINEER reasonable evidence that financial arrangements have been made by CLIENT to fulfill CLIENT's obligations to ENGINEER under the Engineering Contract.

7.6 Obligation to Provide Access. ENGINEER shall have access to the Relevant Project site and to all areas where the Work is performed or located. CLIENT shall procure all permits, licenses, rights-of-entry and access for ENGINEER to enter upon and to perform Services at any public or private property required for ENGINEER to perform the Services.

7.7 Other Obligations of the Engineering Contract. CLIENT shall perform all other obligations of CLIENT with respect to the Relevant Project described elsewhere in this Agreement or in the Work Release.

ARTICLE 8. INDEMNIFICATION.

8.1 ENGINEER's General Agreement to Indemnify. Subject to the limitations and conditions of Sections 2.8 and 2.11 and Article 10 of this Agreement, to the fullest extent permitted by law ENGINEER agrees to indemnify, defend, and hold harmless CLIENT and CLIENT's consultants, and their past and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss adjudicated to have been caused by any negligent act, error or omission or intentionally wrongful conduct of ENGINEER or ENGINEER's Consultants or their employees or agents in the performance of the Services.

8.2 CLIENT's General Agreement to Indemnify. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT agrees to indemnify, defend, and hold harmless ENGINEER and ENGINEER's Consultants, and their past and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death)**,** damage to tangible property and economic loss adjudicated to have been caused by any negligent act, error or omission or intentionally wrongful conduct of CLIENT or CLIENT's Consultants or their employees or agents.

8.3 ENGINEER's Agreement to Indemnify for Infringement. Subject to the limitations and conditions of Sections 2.8 and 2.11 and Article 10 of this Agreement, to the fullest extent permitted by law

ENGINEER agrees to indemnify, defend, and hold harmless CLIENT and CLIENT's consultants, and their present and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages caused by infringement or violation of any patent or copyright originating from ENGINEER's services.

8.4 CLIENT's Agreement to Indemnify for Infringement. CLIENT represents and warrants to ENGINEER and ENGINEER's Consultants that CLIENT has ownership of, or the legal authorization or license to use any drawings, specifications, design details or other documents delivered by CLIENT or CLIENT's agents or representatives to ENGINEER or ENGINEER's Consultants for use in connection with the Relevant Project. If any suit, claim or proceeding for infringement or violation of a patent or copyright is based in whole or in part upon any documents provided to ENGINEER, subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend, and hold harmless ENGINEER and ENGINEER's Consultants, and their past and current officers, directors, partners, and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages caused by the alleged infringement or violation of the patent or copyright.

8.5 Survival of Obligations. CLIENT and ENGINEER agree that the obligations set forth in this Article 8 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for ENGINEER's Services for a Relevant Project.

ARTICLE 9. INSURANCE.

9.1 ENGINEER's Insurance Coverage. ENGINEER agrees to procure, prior to commencing the Services of a Relevant Project, insurance policies with insurance coverage and insurance limits as specified below.

.1	Commercial General Liability Insurance	
	Combined Single Limits per occurrence (covering bodily injury liability and property damage liability)	$1,000,000
	Annual Aggregate	$2,000,000
.2	Comprehensive Automobile Liability Insurance	
	Combined Single Limits per occurrence (including bodily injury liability and property damage liability)	$1,000,000
.3	Worker's Compensation Insurance	Statutory Requirement
.4	Employer's Liability Insurance	$1,000,000
.5	Professional Liability Insurance	$1,000,000 per claim; $2,000,000 annual aggregate

9.2 Professional Liability Insurance. ENGINEER's professional liability insurance is procured on a claims-made basis, expense within limits. The policy of insurance is not project specific. ENGINEER agrees to continue its Professional Liability Insurance in place without interruption for a period of not less than two (2) years from the date final payment is due to ENGINEER for the Services of a Relevant Project. The available insurance limits of the Professional Liability Insurance at any given time are dependent on the payment by the insurance carrier of claims and claim expenses during the applicable policy year.

ARTICLE 10. CLAIMS AND LIABILITIES.

10.1 Consequential Damages Waiver. ENGINEER and CLIENT mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of relating to the Engineering Contract or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or suspension of services in accordance with Article 12 of this Agreement.

10.2 Limitation of Liability. ENGINEER shall procure and maintain the insurance coverage required by Article 9 of this Agreement. CLIENT agrees that the maximum limits therein represents the maximum liability in the aggregate of ENGINEER and ENGINEER's consultants to CLIENT and anyone claiming by, through or under CLIENT, or to any third parties (including, without limitation, any contractors, subcontractors, suppliers or consultants providing any work or services to the Relevant Project or their employees or agents). Any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way relating to a Relevant Project, the Work Release for a Relevant Project, or the Services of a Relevant Project, from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability, or breach of contract or warranty (whether express or implied) of ENGINEER or ENGINEER's Consultants (after collectively, "Claims"), shall not exceed the maximum of the unexhausted and available insurance limits of ENGINEER's insurance policies (the "Limitation of Liability"), affording insurance coverage for the Claims at the time the liability for the Claims is fixed by judgment entered by a court of competent jurisdiction or by the execution of an enforceable Settlement Agreement. CLIENT shall hold ENGINEER and ENGINEER's Consultants, harmless from and against any liability arising or resulting from Claims in excess of the Limitation of Liability.

10.3 Certificate of Merit. CLIENT shall make no claim (directly or in the form of a third-party claim) against ENGINEER for an alleged act, error or omission in the performance of the Services for a Relevant Project, unless CLIENT has first provided to ENGINEER a written certificate executed by an independent engineer, or other design professional of the appropriate discipline, licensed in the state in which the Relevant Project is located, specifying the acts, errors or omissions of ENGINEER and/or ENGINEER's Consultants claimed by CLIENT and certifying that the acts, errors, or omissions of ENGINEER and/or ENGINEER's Consultants claimed by CLIENT violate the standard of skill and care required by Section 2.3 of this Agreement applicable on the date of such alleged acts, errors or omissions of ENGINEER and/or ENGINEER's Consultants. Such certificate shall be provided to ENGINEER not less than thirty (30) calendar days prior to the institution of any legal or equitable proceedings against ENGINEER by CLIENT for such alleged acts, errors or omissions.

10.4 Betterment. ENGINEER acknowledges and agrees that he shall be liable to CLIENT for damages suffered by CLIENT caused by failure of ENGINEER or ENGINEER's Consultants to exercise the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services for a Relevant Project. CLIENT acknowledges and agrees that if CLIENT would have paid costs or expenses including costs and expenses of construction of the improvements of the Relevant Project, if ENGINEER and/or ENGINEER's Consultants had exercised the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services for the Relevant Project, such greater costs and expenses as would have been incurred by CLIENT in the absence of negligence or intentionally wrongful conduct of ENGINEER and/or ENGINEER's Consultants shall be deducted from CLIENT's claims for damages as "value added" or "betterment".

10.5 Survival of Obligations. CLIENT and ENGINEER agree that the obligations set forth in this Article 10 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for ENGINEER's services for a Relevant Project.

ARTICLE 11. DISPUTE RESOLUTION.

11.1 Non-Binding Mediation. Any claim, dispute or other matter in question arising out of or relating to this Agreement or the Engineering Contract shall be subject to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of ENGINEER's Services, ENGINEER may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation, by arbitration or by litigation in courts of proper jurisdiction. CLIENT and ENGINEER shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the applicable Relevant Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event either party to the dispute has need of material information in the possession of the other party in order to prepare for mediation, CLIENT and ENGINEER shall attempt in good faith to agree on procedures for the expedited exchange of information, with the help of the mediator, if required.

11.2 Binding Dispute Resolution. Unless otherwise provided in the Work Release, all claims, counterclaims, disputes and other matters in question between CLIENT and ENGINEER arising out of or related to this Agreement or the Engineering Contract, or the breach of this Agreement or the Engineering Contract, or the Services performed pursuant thereto, shall be decided in such binding dispute resolution proceedings as CLIENT and ENGINEER shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the applicable Relevant Project is located. Prior to engaging in arbitration (if the parties mutually agree to arbitration after the dispute arises) or litigation, the parties shall endeavor to resolve the dispute by non-binding mediation in accordance with the provisions of Section 11.1 of this Agreement.

11.3 Continued Performance of Services. If ENGINEER elects to continue to perform the Services of the Relevant Project pending the resolution of a dispute, CLIENT shall continue to make payments to ENGINEER of all amounts due ENGINEER under the Engineering Contract that are not in dispute.

ARTICLE 12. SUSPENSION AND TERMINATION.

12.1 ENGINEER's Termination/Suspension of Services for Non-Payment. If CLIENT fails to make payments to ENGINEER for the Services of a Relevant Project in accordance with the Engineering Contract, such failure shall be considered substantial nonperformance and cause for termination of the Work Release for the Relevant Project pursuant to Section 12.4 of this Agreement or, at ENGINEER's option, cause for suspension by ENGINEER of performance of the Services for the Relevant Project. If ENGINEER elects to suspend the Services for the Relevant Project, prior to suspension of the Services, ENGINEER shall give ten (10) calendar days' prior written notice to CLIENT. If the default is not cured by CLIENT in such ten (10) day period after the receipt by CLIENT of such written notice, ENGINEER may suspend the Services for the Relevant Project until the default is cured, or until ENGINEER terminates the applicable Work Release for cause pursuant to Section 12.4 of this Agreement. In the event of a suspension of the Services for a Relevant Project, ENGINEER shall have no liability to CLIENT for delays or damages caused CLIENT because of such suspension of the Services. Before resuming the Services, ENGINEER shall be paid all sums due prior to the suspension of the Services, and any expenses incurred in the interruption and resumption of ENGINEER's Services. ENGINEER's fees and expenses for resuming the Services and the time schedules for the performance of the Services shall be equitably adjusted.

12.2 Suspension of Services for CLIENT's Convenience. CLIENT may, by written notice to ENGINEER, direct ENGINEER to suspend performance of any or all of the Services of a Relevant Project for a period of time specified in the written notice. If such suspension is not occasioned by the fault or negligence of ENGINEER, then ENGINEER shall be compensated for extra fees and costs incurred due to such suspension of ENGINEER's Services of the Relevant Project. Upon receipt of a written notice from CLIENT directing ENGINEER to suspend the performance of the Services of a Relevant Project, ENGINEER shall (i) discontinue the Services in accordance with CLIENT's notice, (ii) unless otherwise provided in CLIENT's notice, enter into no further subcontracts, and (iii) unless otherwise provided in CLIENT's notice, suspend all ENGINEER's existing subcontracts. If CLIENT suspends all or any portion of the Services of a Relevant Project, whether by a single notice for a consecutive period of suspension or by multiple notices for non-consecutive periods of suspension, for a period of time exceeding in the aggregate 120 calendar days, ENGINEER may, at ENGINEER's sole option, terminate the Engineering Contract for the Relevant Project for cause pursuant to Section 12.4 of this Agreement.

12.3 Termination for Convenience. This Agreement and any Work Release may be terminated by CLIENT for CLIENT's convenience and without cause upon delivery to ENGINEER of a written notice of such termination for convenience. This Agreement (but not any Work Release) may be terminated by ENGINEER for ENGINEER's convenience and without cause upon delivery to CLIENT of a written notice of such termination for convenience.

12.4 Termination for Cause. A Work Release for a Relevant Project may be terminated by either party for cause should the other party fail substantially to perform in accordance with the terms of the Engineering Contract through no fault of the party initiating the termination, if within ten (10) calendar days after the receipt of a written notice of default from the party initiating the termination, the party in default does not cure the defaults.

12.5 Compensation Due Upon Termination. In the event of the termination of this Agreement or a Work Release not the fault of ENGINEER, ENGINEER shall be compensated for the Services performed prior to termination, together with reimbursable expenses then due and all expenses directly attributable to the termination for which ENGINEER is not otherwise compensated. In the event of a termination of this Agreement or a Work Release by CLIENT for CLIENT's convenience, and without cause, ENGINEER waives any claim for anticipated fees or profit on the value of the Services not performed by ENGINEER. In the event of a termination of a Work Release by either party for cause, the terminating party shall be entitled to recover from the defaulting party all damages caused by the defaulting party's breach of this Agreement and/or the Engineering Contract and the termination of the Work Release, including, in the case of a termination by ENGINEER for cause, ENGINEER's anticipated profit on the value of the Services not performed by ENGINEER.

12.6 Effect of Termination of Work Release. The termination of a Work Release as to a Relevant Project shall not terminate this Agreement or the Engineering Contract in respect to any Relevant Project the subject of a Work Release that has not been terminated.

12.7 Effect of Termination of this Agreement. This Agreement and the Engineering Contract shall remain in effect and binding upon CLIENT and ENGINEER after the effective date of the termination of this Agreement as to any Relevant Project for which ENGINEER is performing Services after the effective date of the termination of this Agreement. The Engineering Contract for a Relevant Project shall remain in effect and binding upon CLIENT and ENGINEER after the effective date of the termination of this Agreement and/or the Engineering Contract for a Relevant Project as to any and all terms, conditions, promises or obligations of this Agreement and the Engineering Contract for a Relevant Project that are intended by the parties to survive the completion of the Services with respect to the Relevant Project and/or are intended to survive the termination of the Engineering Contract for a Relevant Project.

ARTICLE 13. MISCELLANEOUS PROVISIONS.

13.1 Notices. All notices given pursuant to this Agreement and the Engineering Contract shall be in writing and shall be given by personal service, or by United States mail. If notice is given by personal service, written notice must be delivered in person to the individual or to a managing agent of the corporate office of a

corporation for which notice is intended. If notice is given by United States mail, it must be sent by United States certified mail, return receipt requested, postage prepaid, and it must be addressed to the person or corporate office of a corporation for which notice is intended. All notices pursuant to this Agreement and the Engineering Contract shall be deemed given upon the earlier of the following: (i) the date of personal delivery of the notice to the person or managing agent of the corporate office for which the notice is intended, as evidenced by a sworn statement of the person personally delivering the notice, stating the name of the person to whom the notice was delivered and the date of delivery; or (ii) the date the notice is postmarked, if the notice is sent by United States certified mail. If the last day for giving any notice or taking any action required or permitted under this Agreement or the Engineering Contract falls on a Saturday, Sunday or legal holiday (in the state where the Relevant Project is located), the last day for giving such notice or taking such action shall be the next legal business day. Except as modified by a party by giving the other party written notice of a change, notices shall be given as follows:

.1 Notice to CLIENT shall be delivered or addressed to:

(a) CLIENT's Designated Representative for the Relevant Project identified in the Work Release at the address for such CLIENT's Designated Representative as set forth in the Work Release.

.2 Notice to ENGINEER shall be delivered or addressed to:

(a) ENGINEER's Designated Representative for the Relevant Project identified in the Work Release, at the address for such ENGINEER's Designated Representative as set forth in the Work Release.

13.2 Assignments. Neither CLIENT nor ENGINEER shall assign this Agreement or the Engineering Contract or any right, interest or claim for damages arising under this Agreement or the Engineering Contract without the written consent of the other, except that CLIENT may make a conditional collateral assignment of this Agreement and the Engineering Contract to an institutional lender providing financing for the Relevant Project, conditioned on CLIENT's default in its obligations to such lender regarding the financing for the Relevant Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume CLIENT's rights and obligations under this Agreement and the Engineering Contract. If ENGINEER's Services are affected or delayed by CLIENT's default or the assignment of this Agreement or the Engineering Contract to the lender, ENGINEER's fees for the remaining Services of the Relevant Project and the time schedules for the performance of the remaining Services of the Relevant Project shall be equitably adjusted.

13.3 Persons Bound. CLIENT and ENGINEER, respectively, bind themselves, their partners, members, successors, assigns and legal representatives to the other party to this Agreement with respect to all terms, conditions, promises and obligations of this Agreement and the Engineering Contract.

13.4 Third Party Beneficiaries. Nothing contained in this Agreement or the Engineering Contract shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or ENGINEER. ENGINEER's Services under this Agreement and the Engineering Contract are being performed solely for CLIENT's benefit, and no other person or entity shall have any claim against ENGINEER arising under this Agreement or the Engineering Contract or arising from the performance or non-performance of the Services.

13.5 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the terms, conditions, promises or obligations of this Agreement or the Engineering Contract or to exercise any rights under this Agreement or the Engineering Contract shall not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon such terms, conditions, promises, obligations or rights on any future occasion.

13.6 Severability. Any provisions of this Agreement or the Engineering Contract prohibited, or rendered unenforceable, by any local, state or federal law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement and the Engineering Contract.

13.7 Employment Fees. In the event CLIENT hires directly any employee of ENGINEER within one (1) year after final payment is due to ENGINEER for the Services of a Relevant Project, CLIENT agrees to reimburse ENGINEER a monetary amount equal to six (6) months' wages for the employee so hired by CLIENT as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

13.8 Governing Law. This Agreement and the Engineering Contract shall be governed by the laws of the state in which the Relevant Project is located, exclusive of its conflict of laws rules.

13.9 Execution. This Agreement and each Work Release shall be executed by duly authorized representatives of the parties. Those persons executing this Agreement and the Work Releases which incorporate by reference this Agreement represent and warrant to the other party that they are duly authorized to execute this Agreement and the Work Releases and to bind the party for whom they have signed to the terms, conditions, promises and obligations of this Agreement and the Work Releases.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized representatives, this Agreement in duplicate on the respective dates indicated below.

TOWN OF APPLE VALLEY

By: _____

ATTEST: _____ Print Name: _____

Name: _____ Title: _____

Title: _____ Date: _____

SUNRISE ENGINEERING, INC.

By: _____

ATTEST: _____ Print Name: _____

Name: _____ Title: _____

Title: _____ Date: _____